VOLUME I

THIS PLAN HAS BEEN AMENDED. SEE VOLUME II.

CONDOMINIUM OFFERING PLAN FOR

THE Rushmore

RIVERSIDE & 64TH

80 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

TOTAL PURCHASE PRICE FOR 289 RESIDENTIAL UNITS: $785,645,000
TOTAL PURCHASE PRICE FOR 205 STORAGE BINS: ..... $ 3,075,000

TOTAL PURCHASE PRICE FOR 289 RESIDENTIAL UNITS AND 205 STORAGE BINS $788,720,000

The Condominium will have 289 Residential Units, 205 Storage Bins and 3 Commercial Units. Unit 4A will be sold to the Residential Board for use as the Resident Manager's Unit. 289 Residential Units and the 205 Storage Bins are being offered for sale hereby. The Commercial Units are not being offered for sale at this time.

SPONSOR	SELLING AGENT
CRP/EXTELL PARCEL I, L.P. C/O EXTELL DEVELOPMENT COMPANY 800 THIRD AVENUE, FOURTH FLOOR NEW YORK, NEW YORK 10022 212-712-6000	CORCORAN GROUP MARKETING 888 SEVENTH AVENUE, 39TH FLOOR NEW YORK, NEW YORK 10106 212-634-6500

The term of the initial offering of this Plan commenced on August 11, 2006 and expires on August 10, 2007 unless the said date is extended in a duly filed amendment.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH THE MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THE PLAN. (SEE SPECIAL RISK SECTION OF THE PLAN)

THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

SEE PAGE v FOR SPECIAL RISKS TO PURCHASERS.

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PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

(See the "Definitions" Section of this Plan for definitions of capitalized terms used but not defined in this Section.)

1. At the time an Agreement is executed, a Purchaser is required to make a Deposit in an amount equal to at least ten (10%) percent of the purchase price with an additional five percent (5%) of the purchase price due and payable no later than the earlier to occur of: (i) six (6) months after the date of the Agreement or (ii) fifteen (15) days after Sponsor presents an amendment declaring the Plan effective, but in no event later than the Closing, subject to collection. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit." In the event a Purchaser defaults under the Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any (which Deposit may be in excess of ten percent (10%) of the Deposit based upon the ruling in Uzan v. 845 UN Limited Partnership. 778 NYS2d 171 (NYAD 2004), in which event Purchaser could be compelled to complete the transaction. Additionally, if a Purchaser fails for any reason to close title to the Residential Unit on the originally scheduled Closing Date and Sponsor elects not to cancel the Purchaser's Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date, and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the purchase price of the Residential Unit for each day that the Closing is adjourned. Purchasers are further advised that (i) if a Purchaser makes a Deposit in excess of $100,000 for the purchase of a unit, such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000. Funds drawn on out-of-state or foreign banks will not be accepted in payment of the purchase for a Residential Unit unless otherwise agreed by Sponsor. The Agreement also provides that Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Agreement or, in the event Purchaser defaults under the Agreement beyond any applicable grace period, in canceling the Agreement or otherwise enforcing Purchaser's obligations thereunder. In the event of a dispute with respect to the Deposit, Purchasers and Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Deposit and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. Additionally, Purchasers are advised that a Purchaser may challenge the right of the Sponsor to retain a deposit in excess of 10% in a court of law, however, Sponsor makes no representations or guarantees that Purchaser will be successful and Purchaser shall be required to pay all costs and expenses associated with same. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I of the Plan for further details. THE AGREEMENT ALSO PROVIDES, IN CLEAR AND EXPLICIT TERMS, THAT EXCEPT AS PROHIBITED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE

PLAN, THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. (See the Section entitled "Procedure to Purchase" for further discussion of the foregoing.)

2. Sponsor has reserved the right to rent or lease any Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Units for any lawful purpose. Except where otherwise prohibited by Law, certain Units may be occupied under short term leases, having a term in excess of thirty (30) days. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. As a consequence, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no investment in their Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. See the Section entitled "Introduction" under the Subsection entitled "Features of Condominium Ownership" in Part I of the Plan for further details.

3. Although a Purchaser may obtain financing from a lending institution or any other source, the obligation to purchase a Residential Unit pursuant to the Agreement shall not be contingent upon obtaining financing for such purchase. Neither Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the Closing Date and a Purchaser would have to close without financing or risk losing such Purchaser's Deposit. See the Section entitled "Procedure to Purchase" in Part I of the Plan for further details.

4. Prior to the closing of title to a Residential Unit, the Agreement prohibits a contract vendee from listing the Residential Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Residential Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own or their immediate family's occupancy) may not advertise, list or sell a Residential Unit acquired from Sponsor for twelve (12) months after acquisition of such Residential Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Residential Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

5. No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party

(including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. See the Section entitled "General" in Part I of the Plan for further details.

6. There is no limit on the length of time that Sponsor may control the Residential Board or the Condominium Board. The Sponsor has the right to appoint a majority of the members of the Residential Board and the Condominium Board (and therefore control such Boards) for a period ending on the date which is five (5) years from the First Closing unless the Sponsor voluntarily relinquishes such right prior to the expiration of such five-year period. After the date which is five (5) years from the First Closing, Sponsor may continue to control the Condominium Board and the Residential Board if it has sufficient votes to elect a majority of the members of the Residential Board. Accordingly during the period ending on the date which is five (5) years from the First Closing, Sponsor could control the Residential Board and the Condominium Board notwithstanding the fact that Sponsor no longer owns Units. Sponsor reserves the right to relinquish and regain voting control of the Residential Board and the Condominium Board at any time. Please refer to the Section of the Plan entitled "Control by Sponsor" in Part I of the Plan for further details.

7. Sponsor and the owner of any Unsold Residential Units may exercise veto power over some actions of the Condominium Board and the Residential Board. Until Sponsor and the owner of any Unsold Residential Units have conveyed title to all Residential Units, but in no event later than the later to occur of five (5) years after the First Closing, the Condominium Board or the Residential Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any General Common Charges, or Residential Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or the Residential Section, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board or the Residential Board to comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium to remedy any notice of violation or to remedy any work order by an insurer (see the Section entitled "Control By Sponsor" for further details).

8. No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations shall be effective in any way, (a) without the prior written consent of the affected Commercial Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner or (b) without the prior written consent of Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be, with

respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be. (See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers.")

9. At or subsequent to the First Closing, Sponsor will sell Residential Unit 4A in the Condominium to the Residential Board, to be used as the Resident Manager's residence. The Purchase Price for this Unit is $1,200,000. The Purchase Price for this apartment and related closing costs is currently anticipated to be $1,264,241.83 (the Purchase Price and the related closing costs is hereinafter referred to as "Resident Manager's Closing Cost"). Purchasers are advised that the Residential Manager's Closing Cost does not include any common charges payable with respect to the Unit following the closing date thereof and that the Residential Unit Owners will be responsible for the cost of maintaining the Resident Manager's Apartment, including all maintenance charges, common charges, real estate taxes or other expenses related to such owners from and after the closing of title to the Resident Manager's Unit. At the closing of title to each Residential Unit, Sponsor will collect, on behalf of the Residential Board, from each Purchaser thereof, as a closing cost, such Purchaser's allocable share ("Allocable Share") of the Resident Manager's Closing Cost, based upon the Residential Common Interest of such Residential Unit. A complete description of each Purchaser's Allocable Share of the Residential Manager's Unit is set forth on Schedule A in Part I. As more particularly set forth in Schedule B, the common expenses included in the Condominium's operating budget (i.e., the cost of labor to operate the building, utility services, maintenance and repair of the building's common areas, management, insurance, supplies, ancillary services and Park and Amtrak maintenance and insurance, etc.) which are attributable to the Resident Manager's Unit are allocated to the balance of the Residential Units based on their respective percentage of Common Interest. Prior to the closing of title to all of the Residential Units Sponsor reserves the right to advance the remaining funds necessary to purchase the Resident Manager's Apartment and to receive a note and mortgage securing the Residential Boards obligation to repay such advances. In such event the payments made by Purchasers reflecting their allocable share of the Resident Manager's Closing Cost will be paid to Sponsor until such time as the advances, together with interest earned thereon, is repaid in full. From the First Closing until such time as title to the Resident Manager's Apartment is conveyed to the Residential Board, the Residential Board will enter into a lease with Sponsor for the Resident Manager's Apartment, the rent for which will equal a reasonable market rent in the amount of $6,000 per month (representing an estimate of the (a) principal and interest which would have been due on the Purchase Money Note, had same been executed by Residential Board, (b) Common Charges assessed against the Unit occupied by the Resident Manager and (c) real estate taxes assessed against the Unit occupied by the Resident Manager) until the Resident Manager's Apartment is conveyed to the Residential Board. Please refer to Schedule A, "Purchase Prices and Related Information", Schedule B-1 – "Projected Budget for the First Year of Residential Section Operation" and the Section entitled "Unit Closing Costs and Adjustments" all in Part I of the Plan, for further details regarding each Purchaser's allocable share of the Resident Manager's Closing Cost and the estimated cost to own and maintain the Resident Manager's Apartment. Notwithstanding the foregoing, there is

no guaranty that the Residential Board will be able to locate a Resident Manager's Apartment for purchase or lease prior to the First Closing.

Sponsor reserves the right, in its sole discretion, to choose an equivalent Unit other than Unit 4A to sell to the Condominium Board as the Resident Manager's apartment and Purchasers are advised that the substitution of another Unit other than Unit 4A could result in an increase in closing costs paid by individual Purchasers; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium Board incurring financing charges, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 4A as set forth in Schedule B, by more than twenty-five percent (25%). Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager

Sponsor shall within six (6) months of the First Closing sell the a Unit to the Residential Board for use by the Resident Manager subject to unavoidable delays which are no fault of Sponsor and provided that there is a temporary Certificate of Occupancy covering such Unit. From and after the First Closing, Sponsor reserves the right to not to sell a Unit to the Residential Board for a period of up to six (6) months, following the date of the First Closing, during which period Sponsor will rent the Unit occupied by the Resident Manager to the Residential Board. In such event, from the date of the First Closing until the transfer of title of the Unit, the Residential Board shall pay to Sponsor, rent in an amount equal to the sum of the following: (a) principal and interest which would have been due on the Purchase Money Note, had same been executed by Residential Board, (b) Common Charges assessed against the Unit occupied by the Resident Manager and (c) real estate taxes assessed against the Unit occupied by the Resident Manager. In the event Sponsor exercises the right to rent the Unit to the Residential Board, the rental payments will not be credited against the purchase price. Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

10. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operations, construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction, which may occur at all hours and could compromise the Building's security systems. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may need to be shut down temporarily. Sponsor and its designees, including tenants performing work in the Commercial Units, will have the right to and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular portion of the Building is complete or a particular floor is fully occupied by Residential Unit Owners. The Condominium Board and or Residential Board may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and

a permanent certificate of occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. Portions of the Building such as the Storage Bins, may be completed after some or all of the Units and the fact that such portions of the Building have not been completed or are not available for use by Residential Unit Owners is not a basis for a Residential Unit Owner to refuse to close title to the Residential Unit. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Residential Units or lines of Residential Units until such hoists, elevators or temporary facilities are no longer needed and are removed. During the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The first Temporary Certificate of Occupancy will issue for some but not all of the Residential Units and Sponsor may complete construction of certain Residential Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Residential Units while construction in other Units is continuing, possibly, for extended periods of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Residential Unit Owners after they have taken occupancy of their Residential Units. Please refer to the Section of the Plan entitled "Description of Property" in Part I of the Plan for further details.

11. Residential Unit Plans depicting layouts of Residential Units appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Because dimensions listed are based on measurements from exterior walls, they do not accurately represent the interior space in the unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipes shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units and certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams and mechanical spaces in such Units. Kitchens, bathrooms and hallways typically have dropped ceilings. Please refer to the Footnotes to Schedule A in Part I of the Plan the "Description of Property" in Part II of the Plan for further details.

12. The first year of condominium operation is estimated to be September 1, 2008 through August 31, 2009. As in any newly constructed project, given the vagaries of the construction process, as more particularly described above, it is difficult to predict, with precision, the date Sponsor will first be able to close title to the Residential Units. Accordingly, the First Closing may occur sooner or later than the projected first year of condominium operation and closings to certain Residential Units may occur substantially before or after closings for other Residential Units. See the Section entitled "Description of Property and Improvements" under the heading "Construction of the Building" in Part I of the Plan for further details.

13. The real estate tax estimates for each Residential Unit were calculated on the assumption that the real estate taxes for the residential portion of the Building payable with respect to each Residential Unit for the first year of Condominium operation will be allocated in proportion to each Residential Unit's percentage of common interest as set forth on Schedule A. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's purchase price rather than its percentage interest in the Common Elements and, if so, Residential Units having the same percentage interest in the Common Elements may pay different real estate taxes and taxes may differ from those set forth on Schedule A. Sponsor, at its sole cost and expense, intends to apply for partial exemption from real estate taxes with respect to the Building pursuant to Section 421-a of the New York State Real Property Tax Law. There is no guaranty or assurance that the criteria for continued availability of Section 421-a benefits for the Residential Units will be satisfied or that a Final Certificate of Eligibility will be issued by New York City Department of Housing Preservation and Development ("HPD"). If, for any reason, Sponsor's application for a Final Certificate of Eligibility is not approved, the Units will be subject to full taxation and will receive no benefits under Section 421-a. The fact that 421-a Benefits are ultimately not received shall not be a basis for a Purchaser to rescind an Agreement or otherwise fail to close title to a Unit. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. PURCHASERS ARE ADVISED THAT THE NEW YORK CITY TAXING AUTHORITIES HAVE IMPLEMENTED SIGNIFICANT INCREASES IN THE TENTATIVE ASSESSED VALUATIONS FOR NEW CONSTRUCTION CONDOMINIUMS FOR THE TAX YEAR 2005/2006 WHICH DO NOT APPEAR CONSISTENT WITH THEIR VALUATIONS IN PRIOR YEARS. SPONSOR MAKES NO REPRESENTATIONS REGARDING THE METHODOLOGY WHICH THE TAXING AUTHORITIES WILL USE IN FUTURE TAX YEARS. Please refer to the Section of the Plan entitled "Real Estate Taxes" in Part I of the Plan for further details.

14. Sponsor and any subsequent owner of the Commercial Units have the right to subdivide and combine portions of their respective Units, subject to the provisions of the Declaration and By-Laws. The Commercial Units may be used for any lawful purposes except as otherwise provided herein. The Residential Unit Owners may not have control over the uses of the Commercial. (See "Commercial Units" for further details). The use of the Commercial Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. The Commercial Units share the cost for certain expenses based upon allocable percentage interest and shares other costs based upon anticipated usage. Please refer to the "Introduction" Section of the Plan under the subsection entitled, "Features of Condominium Ownership" and Schedule B for further details regarding the allocation of Common Expenses.

15. The By-Laws do not include a provision that after the Sponsor Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. In addition, non-resident owners, including Sponsor, have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have

inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). Purchasers are referred to the By-Laws for further details.

16. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective leases, have any special rights to purchase such Units. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. Any lease for a Residential Unit entered into with a Purchaser will provide, however, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unit which is the subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to terminate such lease in accordance with applicable Law. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor, at its sole option, to terminate such Agreement and to exercise any remedies therein provided. See the Section entitled "Interim Leases" in Part I for further details.

17. Pursuant to the Declaration and By-Laws, the Residential Units may be used for residential purposes or other lawful purposes subject to conditions set forth in Section 9.1 of the Declaration. Sponsor and the owner of any Unsold Residential Unit may use the Residential Units for any purpose permitted by Law and may modify the certificate of occupancy to reflect a change in use. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" under the Subsection entitled "Use of Units" for further details.

18. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments and real estate taxes with respect to the Commercial Units and the Unsold Residential Units or to complete construction of the Condominium. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Residential Units. Sponsor will pay the Common Charges for the Commercial Units for so long as such Units are owned by Sponsor. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further details.

19. The exterior surface of all windows in the Residential Section if so determined by the Residential Board shall be washed and cleaned by the Residential Board and the cost and expense thereof shall be a Residential Common Expense and be assessed against each Residential Unit Owner. Otherwise, the exterior of all windows appurtenant to each Residential Unit shall be washed or cleaned at the sole discretion, cost, and expense of each such Residential Unit Owner from within the Residential Unit, provided that such window washing is performed in accordance with all applicable laws. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the Commercial Units shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" under the subsection entitled "Repairs to and Maintenance of Units and Common Elements" in Part I of the Plan for further details. The

Budget for first year of Condominium operation does not include any expenditure for window washing.

20. Purchasers shall be obligated to pay the NYC Real Property Transfer Tax and NYS Real Estate Transfer Tax which by Law are the primary obligation of a seller. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Purchasers who acquire two or more Residential Units that have not been combined into a single residence prior to the transfer will be obligated to pay the NYC Real Property Transfer Tax at the commercial rate of 2.625% of the purchase price of a Residential Unit that exceeds $500,000. If the purchase price of the Residential Unit is $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," currently one percent (1%) of the purchase price, which by Law is the primary obligation of the Purchaser. (See the Section entitled "Closing Costs and Adjustments" for further details).

21. Sponsor has received a commitment for the financing of construction of the Building from Hypo Real Estate Capital Corporation, for itself and as agent for any other lenders who participate in the construction loan (the "Construction Lender"), which financing is secured by, among other things, mortgages and security agreements (collectively the "Construction Loan"). Sponsor's offer to sell the Residential Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of the regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide purchasers for fifteen percent (15%) of the Residential Units offered under the Plan (or 44 Residential Units). Under the terms of the Construction Loan, Sponsor has agreed that it will not (or allow the members on the Condominium Board appointed by Sponsor to vote or give consent to) (i) take or omit to take any action to modify, change, supplement, alter, amend or terminate any of the Condominium Documents, (ii) waive or release any of Sponsor's rights under the Condominium Documents, (iii) vote, give consent or waive any right of Sponsor if, the result of such vote or consent would be to impair the rights of the Construction Lender or the lien of the Construction Loan, (iv) approve (x) any borrowing of money on behalf of the Condominium which would result in the creation of any lien on any portion of the Units, (y) any addition to, or alteration or improvement of, the common elements, or (z) decrease the size or subdivide any of the Units or combine any of the Units with any other unit, or (v) cause the Condominium to fail to maintain or diminish in any material respect the insurance policies required to be maintained pursuant to the applicable Condominium Documents. As a further condition to Construction Lender agreeing to release the individual Residential Units from the lien of the Construction Loan, Sponsor has agreed that on or before the First Closing, Sponsor will cause each of the members of the Condominium Board appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other Person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of money which Sponsor has the right to exercise or receive under the Condominium Documents. Purchasers should note that the Construction Loan is secured by both the land and any improvements constructed thereon located at 100 Riverside Boulevard ("Parcel H") and the Land, which Construction Loan is

subject to certain mandatory payments if benchmark amounts as set forth in the Construction Loan documents have not been achieved. Please refer to the Sections entitled "Effective Date" and "Rights and Obligations of the Boards of Managers and Unit Owners" in Part I of the Plan for further details

22. Purchasers or any other persons entering into a lease or use and occupancy agreement for a Residential Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the lease or use and occupancy agreement. Such legal fees are estimated to be approximately $2,000 assuming that the Purchaser's counsel does not negotiate the terms of the lease. All other charges or other fees due under a lease or use and occupancy agreement shall be adjusted as of the Closing to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any lease or use and occupancy agreement. See the Section entitled "Rights and Obligations of Sponsor".

23. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Stroock & Stroock & Lavan LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $2,000 to reimburse Sponsor for its legal fees, (ii) if the Purchaser requests the Closing to occur other than at the offices of Stroock & Stroock & Lavan LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $700 for each Closing held in any borough outside Manhattan, (iii) if the closing is adjourned through no fault of Sponsor, an additional fee of $500 for each such adjournment to help defray the cost of preparing for and coordinating the new closing; and (iv) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement. Please refer to the Section of the Plan entitled "Closing Costs and Adjustments" for further details.

24. Purchasers should note that in the current real estate market, banks and other lenders may be imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (50% or more) of the units in a building be sold before the lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum. Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. Purchasers should further note that pursuant to existing Law and regulation, Sponsor may declare the Plan effective upon selling a minimum of fifteen (15%) percent of the Units offered for sale in the Building. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Units with fewer than the minimum number of sales if purchasers counted towards effectiveness do not ultimately purchase a Unit. Please refer to the Section entitled "Effective Date" in Part I of the Plan for further details.

25. Sponsor may agree to modify the floor plans and finishes of certain Residential Units or to do special work or provide extras to the Residential Units if requested by individual

Purchasers and agreed to by Sponsor, in writing, in its sole discretion. Unless otherwise agreed to by Sponsor, a Purchaser shall bear the cost of such modification to floor plans and finishes. Sponsor does not intend to agree to modify the floor plans or finishes of any Residential Unit and nothing herein shall be interpreted to create an obligation on Sponsor to consider any requests for modifications to the Residential Units. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall be initially placed in escrow and shall be paid to Sponsor by the escrow agent to be used by Sponsor to pay for such work. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds used for special work or extras. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I of the Plan for further details.

26. The Contingency provided for in the Projected Budget for the First Year of Condominium Operation (Schedule B) is intended to provide a fund for unanticipated expenses not included in the budget and, for increases in operating expenses above the amounts projected and for payment of certain closing costs for the Resident Manager's Unit if the Working Capital Fund is not sufficient to cover such costs. No other reserve fund for capital expenditures has been established. The Contingency is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or institute a special assessment of Common Charges. There are no limitations as to how the Working Capital Fund may be employed during any period, including the period that Sponsor controls the Residential Board (see the Section entitled "Control By Sponsor"). See the Section of the Plan entitled "Working Capital Fund" for further discussion.

27. There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum of equal to two (2) months of Common Charges for the Unit being purchased). Therefore, Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there are sufficient Working Capital or other funds available. As the Building will be newly built, the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given that such needs shall not arise in the future. See the Section entitled "Reserve Fund" in Part I of the Plan for further details.

28. As more fully set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor" Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins within the Condominium. There is no warranty as to view or light quality. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In no event will Sponsor be liable for incidental

or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control. See the Section entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Sponsor's Obligations With Respect to the Building" in Part I of the Plan for further discussion.

29. The Condominium Board, the Residential Board and the Commercial Board, at the request of Sponsor or a Commercial Unit Owner, will enter into a recognition agreement with any tenant with which Sponsor or a Commercial Unit Owner has entered into a lease for all or any portion of the Commercial Units. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Boards will agree that the rights of the tenants under the lease(s) will not be disturbed in the event of a default by the Commercial Unit Owner. Please refer to the Section of the Plan entitled "Commercial Units" for further details.

30. In order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of any Board, Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Residential Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more such Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls between one or more Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit (without changing the Common Interests), (c) designate a Common Element as part of a newly created or expanded Residential Unit or Commercial Unit or designate all or part of a Residential Unit or a Commercial Unit as a newly created or expanded Residential Unit, Commercial Unit, Residential Common Element, Commercial Common Element or Limited Common Element and (d) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. No change will be made in the size or number of Units and/or their respective percentages of common interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the Declaration, unless all purchasers affected by such change consent. After the Condominium Documents have been recorded any such amendment to the Plan will also require an amendment to the Condominium Documents. Sponsor may not change the size, location of the building or Units or other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. After the Condominium Documents have been recorded any such amendment to the Plan will also require an amendment to the Condominium Documents. Please see the Section of the Plan entitled "Changes in Prices and Units" for further details.

31. Each Purchaser will be obligated to execute a power of attorney at the closing of title to the Unit (the "Power of Attorney"). The form of Power of Attorney, set forth in Part II of the Plan, grants broad powers to the Condominium Board and the Residential Board to enter into agreements affecting the General Common Elements and Residential Common Elements, as the case may be. The Power of Attorney also grants to Sponsor certain rights, including the right to amend the Condominium Declaration with respect to Unsold Residential Units and the Commercial Units. Please refer to the form of Power of Attorney set forth in its entirety in Part II of the Plan.

32. Terraces appurtenant to certain Residential Units, as described in Schedule A and the Floor Plans set forth in Part II of the Plan, will be Residential Limited Common Elements. Where a Terrace has been designated as a Residential Limited Common Element appurtenant to a Residential Unit, the Residential Unit Owner thereof will have the exclusive use of same, subject to the rights of the Boards to regulate its use and subject to rights of access to the Terrace (as set forth in the Declaration and By-Laws) for maintenance, repair and replacement and other uses. A Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements to the Terrace appurtenant to such Unit Owner's Residential Unit. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace (unless caused by its Residential Unit Owner), shall be charged to all Residential Unit Owners as a Residential Common Expense. Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located on the roof. The Condominium Board with respect to the Common Elements, the Residential Board with respect to the Residential Common Elements and Residential Limited Common Elements and the Non-Residential Board with respect to the Non-Residential Common Elements and Non-Residential Limited Common Elements will be responsible for ensuring that the mechanical equipment is operated in accordance with Law, including requirements governing acceptable levels of noise and odor emissions. Sponsor is not responsible for nor can make any guarantees regarding the level or noise or odors resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their Terraces. Additionally, hot tubs will be located on the Terrace of certain Residential Units as more particularly described and set forth on the Floor Plans and Description of Property contained in Part II of the Plan. Please refer to the Floor Plans and Description of Property contained in Part II of the Plan for further details.

33. The Residential Units located on the Penthouse levels will be provided with fireplaces which will be separately vented to the top of the Building. Please refer to the Description of Property contained in Part II of the Plan for further details.

34. In addition, Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building other than those portions which comprise hallways located within the Residential Common Elements or any Residential Limited Common Elements for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment and similar equipment on the roofs and facade of the Building (to be located generally on roofs, exterior facades and other Residential Common Elements including stairs and elevator bulkhead, except that to the extent same are located on any exterior façade, the same shall not block any window to any Residential

Unit or Non-Residential Unit) and elsewhere on the Common Elements and within the conduit and other Facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Non-Residential Section or with the use of the Residential Units for their permitted purposes. The aforementioned easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor or any purpose permitted by Law, and shall remain in effect after the Sponsor Control Period and after the Sponsor no longer owns any Units in the Building. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the use of the aforesaid easements or equipment.

35. Any satellite dishes or other facilities placed upon the roof or facade of the Building (to be located generally on roofs, exterior facades and other Residential Common Elements including stairs and elevator bulkhead, except that to the extent same are located on any exterior façade, the same shall not block any window to any Residential Unit or Non-Residential Unit) or elsewhere on the Common Elements by Sponsor or its designee, assignee, tenant, licensee or other transferee shall be the exclusive property of Sponsor, its designee, assignee, tenant, licensee or other transferee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Please see the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" under the subsection entitled "Easements" for further details.

36. It is the responsibility of each Residential Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. It is the responsibility of each Residential Unit Owner to install, at such Unit Owner's expense, the required window guards in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the Managing Agent. Sponsor makes no representations whether Residential Unit Owners will comply with the foregoing obligations. See "Rights and Obligations of Unit Owners and the Condominium Board" for further details.

37. The proposed insurance coverage for the first year of Condominium operation includes terrorism insurance, which is typically not maintained in the City of New York for residential buildings. There is no assurance that such insurance will be available in the future or at a price that the Condominium Board would be prepared to spend. It can be reasonably anticipated that without terrorism insurance, in the event of a terrorist attack, the Property would not be insured or would have insufficient insurance to rebuild or repair any damage and Unit Owners could be assessed to cover the costs of restoration and failure to pay such assessment could lead to a foreclosure of the Unit. Purchasers should further note that the insurance coverage maintained on behalf of the Condominium does not cover the individual Units or any Unit or any property contained in a Unit (including without limits, windows facing into each Unit which comprise part of the Unit). Pursuant to the By-Laws, each Residential Unit Owner will, at the Residential Unit Owner's own cost and expense, obtain and keep in full force and

effect (a) commercial personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any Limited Common Element appurtenant thereto or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage as well as personal property). The limits of liability and other requirements with respect to the Unit Owner's insurance may be modified by the Condominium Board from time to time.

38. While Unsold Residential Units are being constructed and offered for sale or lease by Sponsor or its designees there will be a greater number of visitors to the Residential Section than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such construction, selling or leasing activity will terminate. Neither Sponsor or its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Residential Section's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the gross negligence of Sponsor or its designees, the Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Residential Section and of the Condominium will prevent personal injury or damage to or loss of personal property. Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "General" for further details.

39. One of the Commercial Units will initially be utilized as a transient parking garage containing approximately 250 passenger vehicle parking spaces which may be operated up to twenty-four (24) hours a day with the entrance to the garage from a vehicular ramp entered from West 64th Street. It is anticipated that the garage will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Neither the Condominium Board nor the Residential Board may adopt any rules or regulations or amend the Declaration or By-Laws in any manner which would affect the operation of the garage. Please refer to the Section of the Plan entitled "Commercial Units" for further details.

40. Purchasers are advised that affiliates of the Sponsor owner certain parcels of land and buildings which are near and/or adjacent to the Condominium. These properties include the following parcels: Parcel H (mixed-use condominium currently under construction and located at 100 Riverside Boulevard, New York, New York), Parcel J-1 (parcel located at 60 Riverside Boulevard, New York, New York currently utilized for surface level parking), Parcel J-2 (parcel located at 300 West 63rd Street, New York, New York currently utilized for surface level parking), Parcel K-1 (parcel located at 40 Riverside Boulevard, New York, New York currently utilized for surface level parking), Parcel K-2 (parcel located at 301 West 61st Street, New York,

New York currently utilized for surface level parking), Parcel L (parcel located at 20 Riverside Boulevard, New York, New York currently utilized for surface level parking), Parcel M (parcel located at 10 Riverside Boulevard, New York, New York currently utilized for surface level parking) and Parcel N (parcel yet not assigned a street address, however, is located south of Parcel M and currently utilized for surface level parking). The parcels immediately adjacent to the Condominium are known as Parcel H (located at 100 Riverside), Parcel J-1 (parcel located at 60 Riverside Boulevard, New York, New York) and Parcel J-2 (parcel located at 300 West 63rd Street, New York, New York). Parcel H is being developed as a mixed use condominium having thirty-one stories above grade and approximately 274 Residential Units and 3 Commercial Units including a transient parking garage. Parcel J-1 and Parcel J-2 are currently utilized for surface level parking. It is anticipated that Parcels J-1, J-2, K-1, K-2, L, M and N will all be developed in the future as permitted by Law, however, the development plans for each of the parcels have not been finalized at the present time. Sponsor makes no representations or warranties regarding building construction in the area of the Condominium including the adjacent properties or whether the existing structures in the area will remain. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the value of the Residential Units and/or views from a Residential Unit. Purchasers are further advised that all neighboring parcels have been acquired.

41. The By-Laws provide that each Unit and all portions of the Common Elements will be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water to the extent same will cause damage to the Building) by the Unit Owner or appropriate Board, whichever is responsible for the maintenance thereof. In the event a Unit Owner fails to keep such Unit Owner's Unit in such condition, the appropriate Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the subsection entitled "Rights of Access"). Each Unit Owner will be obligated to heat and cool such Unit Owner's Unit so as to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units, including, without limitation, freezing pipes, damage to wood floors and moldings which typically need to be maintained at a constant humidity (which at a constant room temperature of 68°F is a relative humidity of approximately 50-60%) to prevent shrinkage and expansion which can damage the floors and moldings. The wood floors cannot be sanded. In the event a Unit Owner fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

42. All references in the Plan and in marketing materials to "floors" are references to their "marketing" designations and not the designation given to the floors on the plans submitted to the New York City Department of Buildings. There is no floor in the Building that will be designated as Floor 13. Please refer to the "Description of Property" in Part II of the Plan for further details.

43. If Purchaser obtains a mortgage loan for the purchase of the Residential Unit (the "Purchase Money Mortgage"), the Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax

previously paid by Sponsor in connection with any existing mortgage(s). Alternatively, Sponsor may require, in its sole discretion, that a Purchaser who is financing the purchase of said Unit with a Purchase Money Mortgage, must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage as determined by Sponsor. Upon such assignment, that portion of the Purchase Money Mortgage assigned by Sponsor, will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor shall be solely entitled to the benefits of such exemption and accordingly, Purchaser must pay to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchase Money Mortgage. (See the Section entitled "Closing Costs and Adjustments" in Part I of the Plan for further details).

44. The By-Laws provide that the Residential Board has the right, but not the obligation to require that before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Residential Board may require that certain additional conditions be satisfied. Specifically, the Residential Board may require that the potential grantee enter into an agreement with the Residential Board, on terms acceptable to the Residential Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Residential Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Residential Board shall elect, and (iii) permits execution and enforcement of any judgment obtained by the Residential Board. The foregoing provisions do not apply to sales of Unsold Residential Units.

45. Purchasers are advised that there is a laundry room planned in the Building, to be located on the Cellar 1. In addition, Sponsor is providing washer/dryers in each Residential Unit, with exhaust ventilation to the exterior. Please refer to the "Description of Property" in Part II of the Plan for further details.

46. It is anticipated that electricity for the Building will be provided by Consolidated Edison Company or such other utility company providing electricity to the Building. The

electricity consumed by each Unit will be separately metered and paid for by the individual Unit Owners. All electricity supplied to the General Common Elements of the Building will be separately metered and accounted as part of the Common Charges payable by all Unit Owners. Purchasers are advised that utility costs may increase dramatically during certain periods and there is no guaranty that the utility costs will be as estimated in the Plan given the current energy situation. Please refer to "Schedule B- Projected Budget for First Year Of Condominium Operation", Schedule B-1 – Projected Energy Costs" in Part I of the Plan and the "Description of Property" in Part II of the Plan for further details.

47. New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to provide carbon monoxide detectors in each Unit in accordance with New York City Local Law 7 of 2004. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which have been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations. For further details see Part I of the Plan under the Section "Rights and Obligations of Sponsor."

48. Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor elects to repair any such damage, Purchaser's Agreement will remain in full force and effect, and Purchaser shall not have the right to reject title or receive a credit against or an abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. If Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, the Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Agreement, together with interest earned thereon, if any, and neither party shall have any further liability to the other except (i) if Purchaser is in default under the Agreement, Sponsor will retain any such sums as and for liquidated damages and (ii) Sponsor may retain escrow funds equal to the cost for special work performed at the request of the Purchaser as well as the cost of any work necessary to restore the Residential Unit to its condition prior to such work having been performed. For further details see Part I of the Plan under the Section "Terms of Sale."

49. The Property that will comprise the Condominium is part of a large development area on the west side of Manhattan referred to as "Riverside South" including seventeen (17) parcels (each a "Development Parcel"). All owners of Development Parcels are members of the Riverside South Property Owners Association, Inc. (the "Property Owners Association"). There is no board of directors of the Property Owners Association, but rather each owner of a Development Parcel is a member of the Property Owners Association. The primary purpose of the Property Owners Association is to assess its members for the cost of maintaining the various park areas contained within Riverside South and to own certain public access areas (the "Public Access Areas") as more particularly described below. The Property Owners Association is operated pursuant to a property owners declaration (the "Property Owners Declaration"). The Condominium Board will be considered the owner of the Property under the Property Owners Declaration, and thus will be a Member of the Property Owners Association for purposes of the Property Owners Declaration. If the Condominium Board fails to pay its membership

assessment to the Property Owners Association, the Property Owners Association may take action against the Condominium Board generally, or against individual Unit Owners specifically, for their proportionate share of the assessment. Prospective Purchasers are advised that no offering plan was filed with respect to Riverside South insofar as the parcels that comprise Riverside South were subdivided by the previous owner of the Property for development purposes. See Part I of the Plan for further information.

50. The National Railroad Passenger Corporation ("Amtrak") owns a parcel of land (and a volume of air above it) that traverses the Property and other Development Parcels in Riverside (collectively the "Amtrak Right of Way Parcel'). In addition, Amtrak is the beneficiary, pursuant to the Amtrak Agreement (as described below), of an easement adjacent to the Amtrak Right of Way Parcel (the "Amtrak Easement"). The land under the portion of the Amtrak Easement located on the Property is part of the land comprising the Condominium and thus is part of the Common Elements of the Condominium. The "Amtrak Agreement" is an agreement binding Sponsor, together with the other Owners of Development Parcels comprising Riverside South, and Amtrak, concerning, among other things, the Amtrak Right of Way Parcel and the Amtrak Easement. Amtrak operates its railroad trains along the Amtrak Right of Way Parcel. Pursuant to the Amtrak Agreement Amtrak may use the Amtrak Easement for maintenance of the tracks and improvements on the Amtrak Right of Way Parcel. The Building is being constructed above the Amtrak Right of Way Parcel and the Amtrak Easement. Pursuant to the Amtrak Agreement, Sponsor is obligated to install certain lighting, ventilation and fire protection Systems in the Building for Amtrak's use in connection with operation of its trains. Once constructed, these Systems will become part of the Common Elements of the Condominium. Although Amtrak will be obligated to operate and maintain the Systems, the cost and expense of such operation and maintenance will belong to the Condominium Unit Owners, which cost and expense will be paid through Condominium Common Charges. Prospective Purchasers are advised that a copy of the Amtrak Agreement is available for inspection by prospective Purchasers without charge at the Sponsor's office, the Selling Agent's office and for inspection and copying at reasonable fees at the offices of the Department of Law. See Part I of the Plan for further information.

51. As more particularly set forth on Schedule A, certain Residential Units will be located on the First Floor of the Building. Although the Building has been designed to mitigate noise and vibration from the operation of trains running under the Building, Sponsor makes no representation, warranty or guarantee with respect to the possibility that there may be resultant noise or vibration disturbances in any Residential Unit. To date, seven (7) other residential buildings in Riverside South, which also are built over the Amtrak Right of Way, have been completed, including five (5) which have been occupied for several years and two (2) which opened for occupancy in 2005. To the Sponsor's knowledge, no complaints of disturbance due to noise or vibrations from operation of trains have been made by residents of those buildings to the sponsors or owners of said buildings. While none of the seven (7) other residential buildings contained Residential Units on the First Floor of the Building, Sponsor has no reason to expect the experience of residents of this Building, including residents of Residential Units on the First Floor, will be any different than the experience of residents in the seven (7) other buildings as concerns the Amtrak Right of Way.

52. Pursuant to a restrictive declaration dated December 17, 1992, as same may be amended from time to time (the "Restrictive Declaration"), the City of New York has an option to exercise a right to a "Light Rail Easement," also known as a "Transitway Easement." The option for the Transitway Easement, if exercised by the City of New York, would be for an easement located in essentially the same area as the Amtrak Easement. The City of New York would have the right to use the Transitway Easement for the purposes of construction, maintenance and operation of a portion of a light rail system to be constructed by the City of New York. The City of New York has acknowledged that the Transitway Easement would not be an exclusive easement and that if the City obtains the Transitway Easement, Amtrak would have the continued right to use the Transitway Easement area for the servicing and maintenance of its tracks on the Amtrak Right of Way Parcel. See Part I of this Plan for further details.

53. Pursuant to the Restrictive Declaration and the Mapping Agreement, Sponsor, together with other Development Parcel Owners, is obligated to construct certain streets in Riverside South. It is anticipated, but not represented or guaranteed, that the City of New York will accept dedication of one of these streets (i.e., Riverside Boulevard), a section of which is adjacent to the Building, when the street is constructed. If the City of New York does not accept dedication of Riverside Boulevard, Sponsor or an affiliate of Sponsor will retain ownership of the street and shall be responsible for maintenance, cleaning and repair of, and removal of snow from, this street. If Sponsor is not in existence when and if the City should fail to accept dedication, an affiliate of Sponsor will retain ownership of the street and shall be responsible for maintenance, cleaning and repair of the street. However, inasmuch as the City is obligated under the Mapping Agreement to accept dedication of the street once it is substantially completed, Sponsor believes, but does not warrant or represent, that the City's failure to ultimately accept dedication of the street is unlikely.

54. The West Side Highway (the elevated portion of which between 59th Street and 72nd Street is also known as the Miller Highway) is located between the Property and the Hudson River. Under the Restrictive Declaration, the West Side Highway may be relocated by the City of New York, subject to Federal, State and local government approvals, to a point closer to the Property, but such relocation may be no closer than eighty (80) feet at the closest point under the applicable documents as currently written. Sponsor makes no representation or warranty as to if or when the City of New York will exercise its right to cause the relocation of the Miller Highway, or whether the necessary approvals will be granted, or how close to the Property the Miller Highway will be if it is relocated. See Part I of this Plan for further information.

55. The sidewalks adjacent to the Building are being constructed with tinted rather than white concrete. This tinting qualifies the sidewalks as "distinctive sidewalk improvements" within the parlance of the New York City Department of Buildings. Accordingly, as with any building in the City constructed with similarly tinted sidewalks, the Department of Buildings will require that a "Distinctive Sidewalk Improvement Maintenance Agreement" be entered into with respect to maintenance of the sidewalks. See Part I of the Plan for further information.

56. The Park Areas being developed as part of the Riverside South development are being developed in phases. Phase I, Phase II, and Phase III have been completed. Each developer of a Development Parcel in Riverside South is obligated pursuant to the Restrictive

Declaration, Mapping Agreement and Operating Agreement to pay a defined portion of the cost of construction of the Park Areas in conjunction with development of that developer's Development Parcel. As Sponsor owns only the Property, Sponsor can make no representation as to any future development of Development Parcels in Riverside South and the requisite appurtenant Park Areas and streets other than with respect to 80 Riverside Boulevard. Accordingly, Sponsor represents that it will contribute all payments required to be contributed by the Owner of the Property in conjunction with development of 80 Riverside Boulevard, toward construction of the Park Areas. Sponsor does not represent or warrant that all or any portion of the Park Areas or any other components of Riverside South will be built, or if built, when construction will commence or be completed. See "Introduction" in Part I of the Plan for further details.

57. During construction of the Condominium, Sponsor will have the right to use the 65th Street Public Access Area (as defined as in the Restrictive Declaration and the Mapping Agreement) to facilitate construction of the Building and construction of the 65th Street Public Access Area. Likewise, when the owner of Parcel H (the "100 Riverside Owner") commences construction on Parcel H, that Owner will have the right to use West 64th Street for similar purposes. Purchasers are advised that when construction on the Property commences, West 64th Street likely will be closed to and/or impassable by vehicles except for construction vehicles involved in development of 100 Riverside and/or 80 Riverside and West 64th Street itself. Accordingly, Unit Owners are likely not to have access to West 64th Street while a building on 100 Riverside and/or 80 Riverside is being constructed. Purchasers will have no right to rescind their Purchase Agreements, and Unit Owners will have no claim against Sponsor due to the unavailability of, or noise or disruption created by the construction of West 64th Street. Sponsor represents that until Sponsor completes construction of West 64th Street and conveys same to the City of New York Sponsor jointly and severally with the Owner of Parcel H will be liable for all costs associated with West 64th Street. See Part I of the Plan for further details. West 64th Street is a mapped street which, pursuant to the Mapping Agreement, is to be conveyed to the City of New York.

58. Riverside South was implemented through the City's Uniform Land Use Review Procedure and is described in detail in the "Restrictive Declaration." Authorized zoning for Riverside South allows for flexible development of a total of approximately eight million square feet (8,000,000) within seventeen (17) distinct development parcels (each a "Development Parcel" and collectively the "Development Parcels") on eight (8) zoning lots. It is anticipated that if and when development is completed on all Development Parcels, Riverside South will include sixteen (16) primarily residential buildings ranging in height from 18 to 49 stories and containing a total of five thousand seven hundred (5,700) residential units, and one (1) commercial building. Additionally, zoning authorization for Riverside South permits parking garages within each building providing parking for an aggregate of approximately Three Thousand Five Hundred (3,500) vehicles. Zoning authorization also permits development of community facility space (approximately 336,000 square feet), local retail, theatre and studio space (approximately 138,000 square feet), professional office space (approximately 163,000 square feet), and on the land located at Block 1171, a portion of Lot 155 ("Parcel L"), the land located at Block 1171, a portion of Lot 155 ("Parcels M") and the land located at Block 1171, Lot 165 ("Parcel N"), up to 1,800,000 square feet of photographic or motion picture studios, or radio and television studios.

59. To facilitate the ventilation of the Amtrak Overbuild, both natural and mechanical ventilation systems, are required for dilution of locomotive exhaust and smoke control in the overbuild. Two ventilation shafts extend from the ceiling of the overbuild to the top of the low-rise section of the building. Each shaft is to be equipped with two jet fans for mechanical tunnel ventilation. The fans will be operated by an automatic control system. Operation of the ventilation system will be initiated from a Fire Management Panel (FMP) with dual Programmable Logic Controllers (PLC's) to automatically activate the fans as required. The control system includes a gas analyzer which will continuously sample the air quality in the overbuild. When diesel emission gas levels reach prescribed concentrations, the exhaust fans will automatically be started.

60. New York City Fire Department or Amtrak personnel will have the capability of manually initiating various ventilation operating modes from the Fire Management Panel. The control system components are located in two separate spaces. The Amtrak Control Panel Closet is located in the building at 200 Riverside Boulevard. This equipment is located within the Easement Access Stair entrance on the first floor on the 70th Street side of the building, will contain the Fire Management Panel, an Uninterruptible Power Supply (UPS) for communication equipment, and a fiber optic interface to provide for future control of the system by Amtrak from their Westside Communications Center. The Electric Switchgear Room, which is located on Cellar Level, will contain the fan motor starters and the PLC system. Conduits containing control system wiring will connect this equipment to the fans and dampers on the low-rise roof, as well as to the FMP in the Amtrak Control Panel Closet. Electric power for the equipment and lighting associated with the Amtrak Overbuild is to be separately metered.

61. Sponsor has entered into a service contract on behalf of Purchasers with Abigail Michaels Concierge, Inc. ("AMC") for a term which begins on the date of the First Closing and ends on the date which is twelve (12) months from that date, to provide personal concierge service and related services to its members. Sponsor does not represent or warrant that the service contract with AMC will be extended by the Condominium Board beyond the first year of condominium operation. Sponsor, in its sole discretion and at its sole cost and expense, reserves the right to terminate the AMC service contract and enter into an alternative service contract for concierge service and related services with a comparable company.

62. Additionally, an affiliate of Sponsor has entered into a service contract with Kidville NY LLC ("Kidville") to provide some Unit Owners with one free membership to Kidville ("Membership") for a period of one year following the First Closing for Unit Owners to utilize at Kidville's West Side location located at 466 Columbus Avenue, New York, New York. All expenses beyond the Membership for other goods and services offered by Kidville (to include without limitation, the café, salon, boutique, indoor playground, and additional classes) shall be paid for exclusively by the Unit Owner requesting the goods and services provided. The Membership to Kidville will initially be offered at the sole expense of the Sponsor for a period of one (1) year from the date of the First Closing. Sponsor does not represent or warrant whether Kidville will perform the services set forth in the service contract and Sponsor does not represent or warrant that the service contract with Kidville will be extended by the Condominium Board or the Sponsor beyond the First Closing. Sponsor, in its sole discretion and at its sole cost and expense, reserves the right to terminate the arrangement with Kidville and enter into an alternative service contract for kid-complex services with a comparable company in Manhattan."

63. The foregoing Special Risks are reasonably believed by Sponsor to involve significant risks to purchasers or be reasonably likely to affect disproportionately or unusually the Common Charges or obligations of Residential Unit Owners in future years of Condominium operation. However the foregoing does not reflect all of the material terms of the offering, which are set forth in detail in the Plan, certain of which may all be deemed by some Purchasers and not others to involve significant risks. Therefore all Purchasers should carefully review the entire Plan for complete disclosure of the terms before deciding whether or not to purchase a Residential Unit.

INTRODUCTION

CRP/Extell Parcel I, L.P., a Delaware limited partnership ("Sponsor"), hereby presents this offering plan (the "Plan") for the conversion to condominium ownership of the land (the "Land") together with the building erected thereon known as and having a street address of 80 Riverside Boulevard, New York, New York 10069, (the "Building") containing 289 residential units (the "Residential Units"), 3 commercial units (the "Commercial Units") and 205 storage bins (the "Storage Bins"). The Land and the Building are collectively referred to herein as the "Property." The condominium will be known as the "Rushmore" and is herein called the "Condominium" in the Plan.

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of 289 Residential Units and 205 Storage Bins to Purchasers. Unit 4A will be sold by Sponsor to the Condominium Board to be used as the Resident Manager's apartment. Sponsor reserves the right to divide the Commercial Units without amendment to the Plan and to offer the Commercial Units for sale by amendment to this Plan. Sponsor may from time to time amend or supplement the Plan by filing an amendment with the New York State Department of Law (the "Department of Law") and serving such amendment on Purchasers and Unit Owners.

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property, certifications of Sponsor and Sponsor's architect, certifications of an expert selected by Sponsor concerning the adequacy of the budget for the first year of Condominium operation and certain agreements to which the Condominium will be bound. In addition, Sponsor has filed exhibits to the Plan with the Department of Law, which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information). The Plan, including all Schedules set forth herein and Parts A, B, C and D of the exhibits, constitutes the entire offer of Sponsor. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge at Sponsor's office and for inspection and copying at reasonable fees at the offices of the Department of Law. A copy of the Plan may be borrowed from Sponsor upon payment of a two hundred fifty ($250) dollar deposit which deposit will be (i) refunded to Purchasers at the closing of title to the Unit or (ii) non-refunded if a Plan is borrowed by a prospective purchaser but closing of title to a Residential Unit does not occur. All of these documents are important and should be carefully read by prospective purchasers. Prospective purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. Prices of Units are not subject to approval by the Department of Law or any other government agency. All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Certain Definitions," unless otherwise indicated.

Riverside South

The Property is located in Riverside, a large privately-owned general large-scale development on the Upper West Side of Manhattan also known as "Riverside South." Riverside South comprises about seventy-five (75) acres, encompassing thirteen (13) blocks with views of

the Hudson River, and is bound by 72nd Street on the north, 59th Street on the south, Freedom Place and West End Avenue on the east and the Hudson River on the west.

Riverside South was implemented through the City's Uniform Land Use Review Procedure and is described in detail in the Restrictive Declaration. There is no expiration date of the Restrictive Declaration. Accordingly, the Restrictive Declaration will be in existence in perpetuity (unless terminated in accordance with the terms thereof and recorded in the Office of the Register of the City of New York). Authorized zoning for Riverside South allows for flexible development of a total of approximately eight million square feet (8,000,000) within seventeen (17) distinct development parcels (each a "Development Parcel") on eight (8) zoning lots. It is anticipated that if and when development is completed, Riverside South will include sixteen (16) primarily residential buildings ranging in height from 18 to 49 stories and containing a total of five thousand seven hundred (5,700) residential units, and one (1) commercial building. Additionally, zoning authorization for Riverside South permits parking garages within each building providing parking for an aggregate of approximately Three Thousand Five Hundred (3,500) vehicles. Zoning authorization also permits development of community facility space (approximately 336,000 square feet), local retail, theatre and studio space (approximately 138,000 square feet), professional office space (approximately 163,000 square feet), and on Parcels L, M and N, up to 1,800,000 square feet of photographic or motion picture studios, or radio and television studios. The Restrictive Declaration expressly describes the future development of the Development Parcels and allows for the further annexation and conveyance of real estate in order to effectuate the development of the Development Parcels in accordance with the Restrictive Declaration.

The Riverside South project anticipates development of an approximately 21.5 acre riverfront park, extending the existing Riverside Park from 72nd Street to 59th Street (Riverside Park South). Authorization also is provided for development of additional park area in the Southern Open Space, at the southern end of Riverside South. Riverside Park South and the Southern Open Space are each referred to individually as a "Park Area," and collectively as the "Park Areas." It is anticipated that the Park Areas will be developed in phases in accordance with the Open Space Plan set forth in Article IV of the Restrictive Declaration which among other things includes a description of the Park Area drawings, landscape and open space details and phasing details. Phase I of the Park Areas, extending roughly from West 72nd Street on the north to a diagonal running from West 68th Street to West 67th Street on the south has been completed. Phase II of the Park Areas, extending west of the Miller Highway from West 68th Street to West 65th Street, also has been completed. Phase III has been constructed and accepted by the City of New York, but has not yet been deeded to same. Phase III of the Park Areas extends roughly West 65th Street to West 68th Street on the east and West side of the West Side Highway. It is impossible for the Sponsor to predict when the phase or phases of the Riverside South Park from 65th Street to 59th Street will be completed. Sponsor does not represent or warrant that all or any portion of the Park Areas or any other components of Riverside South will be built, or if built, when construction will commence or be completed. For more details concerning the Restrictive Declaration, Prospective Purchasers are advised that a copy of the Restrictive Declaration is available for inspection by Prospective Purchasers without charge at the Sponsor's office and at the Selling Agent's office, as well as available for inspection and copying at reasonable fees at the offices of the Department of Law.

A recorded Mapping Agreement delineating the Park Areas, new streets to be developed as part of Riverside South, and various required easements, also governs development of Riverside South. Details of approvals and restrictions respecting Riverside South are contained in the Restrictive Declaration and additional details are contained in the Mapping Agreement.

Each Owner of a Development Parcel in Riverside South is obligated pursuant to the Restrictive Declaration, the Mapping Agreement and Operating Agreement, to pay to a single designated builder a defined portion of the cost of construction of the Park Areas in conjunction with development of that Owner's Development Parcel. Such builder is obligated to construct the Park Areas in accordance with those documents. As several Development Parcels already have had buildings developed on them, those portions of the Park Areas and streets required pursuant to the Restrictive Declaration, Mapping Agreement and Operating Agreement to have been constructed in conjunction with development of those Development Parcels already have been completed. As Sponsor owns only 80 Riverside, Sponsor can make no representations as to any future development, including of those certain adjacent, contiguous or nearby parcels owned by an affiliate of Sponsor, of Development Parcels in Riverside South and the requisite appurtenant Park Areas and streets, other than with respect to 80 Riverside. Purchasers are further advised that all neighboring vacant parcels have been acquired. Accordingly, Sponsor represents that it will contribute all payments required pursuant to the Restrictive Declaration, Mapping Agreement and Operating Agreement to be contributed by the 80 Riverside Owner in conjunction with development of 80 Riverside, towards construction of the Park Areas.

Except as set forth in the previous paragraph, Sponsor does not represent or warrant that all or any portion of the Park Areas or any other components of Riverside South will be built, or if built, when construction will commence or be completed.

Riverside South Planning Corporation

The design of Riverside South, and the obtaining of zoning and planning approvals for the development, are the result of a cooperative undertaking among governmental planning agencies, and the Riverside South Planning Corporation ("RSPC') and the owners of the Development Parcels. RSPC, which is a not-for-profit corporation, comprising major civic groups (i.e., the Municipal Art Society, the Regional Plan Association, the Parks Council, Westpride and the Riverside Park Fund), remains involved in the planning and development process. This continuing public participation is intended to ensure that community interests are identified and addressed as each development phase in Riverside South moves towards its final form.

Riverside South Property Owners Association

All of the Owners of Development Parcels are members of the Riverside South Property Owners Association, Inc. (the "Property Owners Association"). In conjunction with formation of the Property Owners Association, a Declaration of Covenants, Conditions and Restrictions of the Riverside South Property Owners Association, Inc. (the "Property Owners Declaration") dated as of August 26, 1997 was recorded against the Development Parcels. A copy of the Property Owners Declaration is included in Part II of the Plan.

The Property Owners Association was created and the Property Owners Declaration was prepared in accordance with the Restrictive Declaration. The Property Owners Association is a membership organization, with membership limited to "Owners" of Development Parcels. There is no board of directors of the Property Owners Association, but rather each owner of a Development Parcel is a member of the Property Owners Association. The term "Owner of a Development Parcel" as used in the Property Owners Declaration, generally means the fee owner of a Development Parcel. However, with respect to a Development Parcel submitted to the Condominium Act, the Condominium Board of such Condominium is deemed the Development Parcel Owner for most purposes of the Property Owners Declaration. Thus, in the case of the Condominium, the Condominium Board will serve as the Development Parcel Owner and will be a Member of the Property Owners Association. The Condominium Board will be obligated to appoint a representative to attend and represent the Condominium Board at meetings of the Property Owners Association and to vote on behalf of the Condominium at such meetings. There is no expiration date of the Property Owners Association provided however, that Property Owners Declaration expressly provides that it shall continue with full force and effect perpetually unless and until terminated by the affirmative vote of Owners whose parcels represent in the aggregate at least 75% of the aggregate class votes attributable to all Parcels at a duly called meeting of Owners.

The specific purposes and responsibilities of the Property Owners Association are set forth in the Property Owners Declaration, which is available for review and copying, at Sponsor's expense, in the Sales Office. The Property Owners Association exists primarily to own the Public Access Areas and to collect assessments from its members for maintenance of the Park Areas. Assessments will be collected from all members of the Property Owners Association and turned over to the City of New York, which is obligated to perform the physical maintenance of the Park Areas.

The Condominium

On or about November 3, 2005, Sponsor acquired fee title to the Land and related structures thereon from Hudson Waterfront Associates III, L.P. The Building being constructed on the Land will contain Land will contain three (3) below-grade levels (the "Sub-Cellar 2", "Sub-Cellar 1" and "Cellar", respectively). There are 41 stories above grade. The floors in the Building are named (from bottom to top): Sub-Cellar 2, Sub-Cellar 1, Cellar, First Floor, Mezzanine, Floors 3 through 12, Floors 14 through 31, and Penthouse. There are no floors designated as Floor 2 or Floor 13 in the Building.

As more particularly described herein, the Building will include (a) a Residential Section containing the Residential Units, the Residential Common Elements and the Residential Limited Common Elements, and (b) a Commercial Section, which will contain the Commercial Units and the Commercial Common Elements.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the "Condominium Act." The Property will be submitted to the provisions of the Condominium Act by Sponsor's recording of a condominium declaration in the City Register's Office (the "Declaration"). From

and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

There will be available to occupants of the Residential Section, certain luxury apartment type services, including, but not limited to, twenty-four (24) hour doorman service, automatic elevators, laundry room, refuse chute disposal, bicycle storage, cable television service, security systems and communication facilities. Sponsor does not warrant or guarantee that all of the foregoing services will be available until the earlier to occur of the closings of title to fifty (50%) percent of the Residential Units have been conveyed to Purchasers under the Plan, provided, however, that there will be at least one (1) doorman/concierge on duty twenty-four (24) hours per day, seven (7) days per week as of the First Closing. Additionally, recreation areas for use by Residential Unit Owners and their guests and tenants include an indoor landscaped courtyard, garden lounge, an indoor children's play room, function room and billiards room, all located on the 1st Floor of the Building together with a health and fitness center ("Health and Fitness Center") located on portions of the First Floor of the Building, which will be available for use by the Residential Unit Owners and the residents of the Building. The Health and Fitness Center will initially contain a 17x50 foot indoor lap pool, separate Men's and Women's locker rooms that will each contain sauna, steam and massage therapy rooms and a main exercise room with a limited amount of exercise equipment and machinery ("Equipment") which Equipment will become the property of the Residential Board. The indoor courtyard will have a variety of plants and shrubs, as well as a limited seating area. The indoor courtyard will be visible from the Health and Fitness Center as well as the central Ground Floor corridor. The indoor children's playroom will be located on the Ground Floor of the Building and will consist of a limited amount of furniture to include a small table and chairs. The function room will contain a kitchenette and powder room but no furniture insofar as such room is intended to be available for use by residents for private events as regulated by the rules of the Residential Board that may be adopted from time to time.

The Commercial Section will initially include 3 Units to be located on the Sub-Cellar 2, Sub-Cellar 1, Cellar and portions of the First Floor. One of the Commercial Units will initially be utilized as a parking garage (the "Garage Unit") with the entrance to the Garage Unit from a vehicular ramp entered from West 64th Street. The Garage Unit will contain approximately 250 passenger vehicle parking spaces which may be operated up to twenty-four (24) hours a day. It is anticipated that the Garage Unit will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Neither the Condominium Board nor the Residential Board may adopt any rules or regulations or amend the Declaration or By-Laws in any manner which would affect the operation of the garage. The Commercial Units may include retail stores, commercial and professional offices, restaurants, banks, storage space or any other legal uses subject to certain use restrictions set forth in the By-Laws.

Features of Condominium Ownership

The ownership of a Residential Unit is similar in many respects to the ownership of a private home. Each Residential Unit Owner owns fee title to such Unit Owner's Residential Unit and is entitled to the exclusive possession thereof and the exclusive use of the Residential Limited Common Elements (for example, Terraces appurtenant to certain Residential Units), if any appurtenant to such Residential Unit Owner's Unit subject to certain limitations more particularly described below. A Residential Unit Owner also owns, in common with the owners of all other Residential Units, an undivided interest in (and right to use) the Residential Common Elements, and, in common with the owners of all other Units, an undivided interest in (and right to use) the General Common Elements.

Certain Residential Unit Owners have exclusive use of Terraces appurtenant to their Residential Units (subject to the rights of the Boards and Sponsor regarding access and use as more particularly described in the Declaration and By-Laws), and such Unit Owners are responsible for all normal maintenance, repairs and replacements thereto. Terraces appurtenant to Residential Units are shown on the Residential Unit Floor Plans included in Part II of the Plan. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Terrace (unless caused by a Residential Unit Owner) shall be charged to all Residential Unit Owners as a Residential Common Expense. The type, size and quantity of plantings and other installations to be placed on Terraces and the rights of Unit Owners to paint and decorate Terraces shall be subject to the prior written approval of the Residential Board.

Subject to certain conditions contained in the By-Laws, each Residential Unit Owner may mortgage such Unit Owner's Residential Unit(s) with such lender and in such amount as the Unit Owner chooses. However, Sponsor makes no representations about a Purchaser's ability to finance of any Residential Unit. There are no limitations or restrictions upon the rights of the Commercial Unit Owners to mortgage the Commercial Units. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

A Residential Unit Owner may decorate the interior of such Unit Owner's Residential Unit in any way desired except as otherwise provided herein, subject to compliance with the By-Laws, the Rules and Regulations and Law, and will be solely responsible for the cost of maintenance and interior repairs to such Unit Owner's Residential Unit after Closing. The Residential Board may not limit or restrict the rights of the Commercial Unit Owners to decorate the Commercial Units.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and after the Units have been separately assessed for taxes, no Unit Owner will be responsible for the payment of, nor will such Unit Owner's Unit be subjected to any lien arising from the non-payment of, real estate taxes on other Units. Please refer to the opinion of Stroock & Stroock & Lavan LLP, counsel to Sponsor, set forth in full in Part I of the Plan, for a discussion regarding the deductibility for federal, New York State and New York City income tax purposes, of real estate taxes and the interest paid on a mortgage, if any, on a Residential Unit.

With certain exceptions (for example, Sponsor is not required to give the Residential Board a right of first refusal with respect to any Unsold Units), any sale or lease of a Residential

Unit, will be subject to a right by the Residential Board to acquire or lease such Residential Unit or to produce a third party to acquire or lease such Residential Unit on the same terms as agreed to by the owner of such Residential Unit and the proposed transferee. Other than exercising its right of first refusal the Residential Board has no right to approve or disapprove purchasers and the By-Laws contain no requirement that such Purchasers be owner occupants of the Condominium. There is no limit on the number of purchasers who may purchase for investment rather than personal occupancy. Accordingly, there may always be a substantial percentage of owners who are non-residents. The Commercial Unit Owners may sell or lease all or any portion of the Commercial Units, without any restriction or limitation imposed pursuant to the Declaration or the By-Laws. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Sales and Leases of Units."

The Residential Board will be responsible for deciding all matters solely concerning the Residential Section. Residential Unit Owners will have the right to vote for members of the Residential Board. The Commercial Board will be responsible for deciding all matters solely concerning the Commercial Section. Matters affecting both the Residential Section and the Commercial Section or affecting the General Common Elements will be decided by the Condominium Board, which shall be comprised of representatives of the Residential Board and of the Commercial Board. Sponsor will control the Condominium Board and the Residential Board during the Sponsor Control Period. Please refer to the Sections of the Plan entitled "Control by Sponsor" and "Boards of Managers" in Part I of the Plan for further details.

Sponsor currently intends to sell the Units under the terms of the Plan. However, under the terms of this Plan, Sponsor and the owners of the Commercial Units and any Unsold Residential Units have reserved the right to rent or lease any Commercial Unit or the Unsold Residential Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Commercial Units and the Unsold Residential Units for any lawful purpose. Except where otherwise prohibited by Law, certain Residential Units may be occupied under short-term leases, having a term in excess of thirty (30) days. Accordingly, residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners. As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

As more particularly set forth in the By-Laws, the Boards will have the authority to manage the Condominium, and the Unit Owners will have the right to vote for the members of the Boards. As more particularly set forth in the By-Laws and in accordance with the Condominium Act, Sections 339-i and -m, the cost of operating and maintaining the Residential Common Elements will be Residential Common Expenses borne entirely by the Residential Unit Owners, the cost of operating and maintaining the Commercial Common Elements will be Commercial Common Expenses borne entirely by the Commercial Unit Owners and the cost of operating and maintaining the General Common Elements will be shared by all Unit Owners. Residential Common Charges shall also be deemed to include any special assessment imposed by the Residential Board. To the extent practicable allocations and assessments of HVAC, water, steam and similar utilities and services (the "Utilities and Services") which are General Common Expenses will be based upon metered usage of such Utilities and Services or such other methods of allocation as the Condominium Board may determine. The Residential Board will allocate the Residential Common Expenses and the Residential Section's allocable share of General Common Expenses to the Residential Unit Owners in proportion to their respective Residential Common Interests except as otherwise expressly provided in the By-Laws. The Condominium Board cannot change the method of allocation of Common Expenses or increase the number of building employees servicing the Commercial Units as set forth in Schedule B, without the consent of the Commercial Unit Owners. Please refer to Schedule B-1, "Projected Budget for First Year of Condominium Operation" and Schedule B-1 "Estimated Energy Costs", Purchasers should note that the amounts budgeted for projected energy usage are based upon estimates made by Sponsor's consulting engineer. However, in view of the current energy situation, and the fact that energy costs have fluctuated greatly, it is not possible to predict whether the budgeted amount will be sufficient to pay for the actual costs incurred in the First Year of Condominium Operation and actual utility costs and Common Charges may be higher than projected in the Budgets.

The cost of improvements, repairs, replacements, alterations and additions to the Residential Section, which are Residential Common Expenses, will be determined by the Residential Board and assessed against all Residential Unit Owners in proportion to their respective Residential Common Interests. The estimated Residential Common Charges for each Residential Unit for the First Year of Condominium Operation are set forth in Schedule A. The Commercial Board will be responsible for collecting all sums necessary to meet the obligations of the Commercial Section including, without limitation, payment of its pro rata share of General Common Charges.

After the closing of title to a Residential Unit, a Residential Unit Owner will be solely responsible for maintaining casualty insurance with respect to the Unit including its fixtures, equipment and personal property and improvements and betterments situated within and constituting a part of such Unit Owner's Residential Unit, as well as liability insurance with respect to occurrences in or about such Unit Owner's Residential Unit. The By-Laws require that each Unit Owner maintain such insurance coverage. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. All Unit Owners must comply with the terms of the Declaration, By-Laws, Rules and Regulations, Alteration Agreement and any other requirements of the Condominium Board, the Residential Board and/or the

Commercial Board, as the case may be. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for a more complete discussion of the foregoing.

There are no limitations on who may purchase Residential Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, which is permitted to take title pursuant to New York Law. Sponsor is not obligated to offer or sell any Residential Units and may, if it chooses, withhold one or more Residential Units for future sale. Sponsor reserves the right to offer certain sales incentives and terms to groups of Purchasers including employees of principals of Sponsor and certain law firms and financial institutions having a business relationship with Sponsor's principals and investors. Sponsor also hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Boards, any Residential Unit Owner, or mortgagee, to refuse to approve and execute an Agreement for any Residential Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other grounds proscribed by Law. No binding obligation will arise for the sale of a Residential Unit unless and until an Agreement executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (see the Section entitled "Procedure to Purchase" for more details). Sponsor will not accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under Law.

Sponsor is financing the construction of the Building with Hypo Real Estate Capital Corporation, as more particularly described in the Part I of the Plan in the Section entitled "Rights and Obligations of Sponsor in the Subsection entitled "Sponsor's Obligations with Respect to the Building." While Sponsor currently intends to sell all of the Units in the Rushmore, Sponsor has reserved the right to stop marketing such Units and there is no restriction under the Construction Loan on the right of the Sponsor to rent Unsold Units. The Construction Loan does provide for minimum "release" prices as a condition to the Construction Lender releasing the lien of the Construction Loan from each Unit upon the sale thereof. The Construction Loan does not establish an explicit requirement that the Sponsor sell rather than rent Units.

The Condominium Board does not have the right to approve or disapprove purchasers, and as a result, there is no limit on the number of owners who may purchase a Unit for investment rather than for personal occupancy, and there may always be a substantial percentage of Unit Owners who are non-residents.

THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM.

Offering of Units for Sale

Sponsor hereby offers 289 Residential Units and 205 Storage Bins to Purchasers for sale under the Plan. Unit 4A will be sold to the Residential Board for use as the residence for the Resident Manager. All Units offered for sale under the Plan are vacant. The prices for each of the Residential Units offered under the Plan are listed in Schedule A entitled "Purchase Prices and Related Information for the Projected First Year of Condominium Operation." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY ANY GOVERNMENTAL AGENCY.

The estimated Residential Common Charges for each Residential Unit for the First Year of Condominium Operation are also set forth in Schedule A.

Sponsor hereby offers Purchasers of Residential Units the opportunity to purchase the right to use one of the approximately 205 storage bins (the "Storage Bins") located on portions of the Cellar and Sub-Cellar #1 and #2 Floors in the Building for a price of $15,000 each, on a first come-first serve basis. A Purchaser desiring to acquire the right to use a Storage Bin must execute the Storage Bin Rider set forth in Part II of the Plan.

The Storage Bins will generally measure approximately 4' wide x 4' deep x 7' high as set forth on the Description of Property set forth in Part II of the Plan. A default by a Purchaser under the Storage Bin Rider shall constitute a default under the Agreement for the Unit. Similarly, a default by Purchaser under any of the other terms of the Agreement shall be a default under the Storage Bin Rider. Purchasers are advised that based upon the status of construction of the Building, the Storage Bins may not be available for use at the time of the closing of title to the Residential Unit, and a Purchaser will be required to close title to the Residential Unit and pay the balance of the Purchase Price therefor as well as the Purchase Price for the Storage Bin notwithstanding any delay in completion of the Storage Bins. Sponsor will obtain whatever Certificate of Occupancy or Temporary Certificate of Occupancy is necessary to permit the utilization of the Storage Bins. Sponsor will be obligated to construct the Building in accordance with applicable code, including such construction practices recommended to avoid such water infiltration. In the event that there is any water infiltration, Sponsor will amend the Plan to disclose all relevant facts in an amendment to the Plan. Residential Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Set forth in Part II of the Plan is the form of Storage Bin License to be executed by the Purchaser and the Residential Board at Closing.

The Storage Bin License may only be assigned by the storage bin licensee to a party simultaneously acquiring a Residential Unit or to another Residential Unit Owner. In the event a storage bin licensee elects to terminate a Storage Bin License or sells its Residential Unit and does not assign same to another Residential Unit Owner or a person acquiring a Residential Unit, the rights to the Storage Bin in question will devolve to the Residential Board which shall have the right to issue a new Storage Bin License to another Residential Unit Owner in its sole discretion. In addition, Residential Unit Owners can only lease their respective Storage Bins to other Residential Unit Owners in the Building after obtaining the consent of the Residential Board thereto.

Additionally, at Closing, each Purchaser of a Residential Unit will be required to make a contribution to (i) the Working Capital Fund of the Residential Section and (ii) for the Purchaser's allocable share of the cost to purchase the Resident Manager's Apartment in the borough of Manhattan which will serve as the residence of the Resident Manager of the Residential Section. Each Purchaser's estimated allocable share of the Resident Manager's Apartment is set forth on Schedule A, "Purchase Prices and Related Information." See the Section entitled "Working Capital Fund and Apportionments" for further discussion regarding Purchaser's payment to the Working Capital Fund.

In addition to the payment of Residential Common Charges, each Residential Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit Owner's Residential Unit, interest and amortization payments on the mortgage, if any, which such Purchaser may, at such Purchaser's option, obtain, and charges for electricity consumed in such Unit Owner's Residential Unit and the costs for telephone, cable and similar services.

The charges for electricity consumed by each Unit Owner individually will be separately metered and billed directly to such Unit Owner by the utility provider. Water charges and sewer rents, assessed by The City of New York, will be billed to the Residential Section as a Residential Common Expense. The costs and expenses of central heat and gas with respect to the Residential Section, will be included in Residential Common Charges; Unit Owners will be required to pay charges for electricity consumed for air conditioning for each Unit. Gas and water and sewer provided to the Commercial Units will be separately metered. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Residential Unit. See the Notes to Schedule A with respect to the bases of such estimates.

The sidewalks adjacent to the Building are being constructed with tinted rather than white concrete. This tinting qualifies the sidewalks as "distinctive sidewalk improvements" within the parlance of the New York City Department of Buildings. Accordingly, as with any building in the City constructed with similarly tinted sidewalks, the Department of Buildings will require that a "Distinctive Sidewalk Improvement Maintenance Agreement" be entered into with respect to maintenance of the sidewalks.

CERTAIN DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration and the By-Laws:

"100 Riverside Owner" refers initially to Sponsor and subsequently the Condominium Board of 100 Riverside Boulevard.

"100 Building" refers to the land and improvements located thereon located at 100 Riverside Boulevard.

"Agreement" refers to the option agreement to purchase a Residential Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

"Amtrak" means the National Railroad Passenger Corporation and its successors

"Amtrak Agreement" means the agreement dated August 26, 1997, governing, among other things, the rights and obligations of those owners of Development Parcels abutting or traversing the Amtrak Right of Way Parcel, entered into by Amtrak, Sponsor and other fee owners of Development Parcels, as same may be amended from time to time.

"Amtrak Easement" means the easement adjacent to the Amtrak Right of Way Parcel, granted to Amtrak under the Amtrak Agreement.

"Amtrak Right of Way Parcel" means the parcel of land owned by Amtrak (and a volume of air space above this parcel of land) which traverses various Development Parcels in Riverside South, including without limitation, the Property.

"Board" or "Boards" refers to any or all of the Residential Board, the Commercial Board or the Condominium Board, as the case may be.

"Building" refers to the structure and improvements including above and below grade segments, known as 80 Riverside Boulevard, New York, New York 10069 in which the Units of the Condominium are located.

"Building H" refers to that certain building built on the land located at 80 Riverside.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.

"City Register's Office" refers to the New York County office of the Register of The City of New York.

"Closing" refers to the time, place and procedure by which fee title to a Residential Unit is conveyed to a Purchaser pursuant to a fully executed Agreement.

"Closing Date" refers to the date on which Closing occurs.

"Commercial Board" refers to the board of managers comprised of representatives of the Commercial Unit Owners.

"Commercial Common Charges" refers to assessments payable to the Commercial Board by the Commercial Unit Owners for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses.

"Commercial Common Expenses" refers to the costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Common Elements, as more particularly defined in the Declaration.

"Commercial Common Elements" refers to those Common Elements, which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Limited Common Elements" refers to those Common Elements, which serve or benefit one or more but not all of the Commercial Units and/or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Section" refers to all Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements, if any.

"Commercial Unit" refers to the Commercial Unit 1, the Commercial Unit 2 or Garage Unit and all such Commercial Units are collectively referred to as the "Commercial Units."

"Commercial Unit Owners" refers to the owner or owners of the Commercial Units.

"Common Charges" refers to the aggregate of General Common Charges, Commercial Common Charges and/or Residential Common Charges.

"Common Elements" refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the Commercial Common Elements.

"Common Expenses" refers to the General Common Expenses, the Residential Common Expenses, and the Commercial Common Expenses.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration.

"Condominium" refers to the "Rushmore".

"Condominium Act" refers to the New York Condominium Act, as amended from time to time and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" refers to the overall board of managers of the Condominium comprised of representatives of the Residential Board and of the Commercial Board.

"Construction Lender" refers to Hypo Real Estate Capital Corporation, individually and as agent for itself and any other lenders which participate in such financing to be used by Sponsor to construct the Building.

"Construction Loan" refers to the loans made by the Construction Lender for the construction of the Building.

"Declaration" refers to the instrument creating the Condominium, as the same may be amended from time to time, the form of which is set forth in Part II of the Plan.

"Department of Law" refers to the New York State Department of Law.

"Designated HWA Representative" means the person or entity designated under the Amtrak Agreement by the Development Parcel Owners to act on their behalf with Amtrak with respect to the costs of operation and maintenance of Systems installed in the Development Parcels.

"Emergency" refers to any situation where the party taking the action, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

"First Closing," or words of similar import, refers to the date of the first closing of fee title to a Residential Unit to a Purchaser pursuant to the Plan.

"Floor Plans" refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Department of The City of New York and filed with the City Register's Office.

"General Common Charges" refers to assessments payable to the Condominium Board by the Residential Board and the Commercial Board for the purpose of meeting General Common Expenses, as more particularly defined in the Declaration.

"General Common Elements" refers to those portions of the Land the Building, designated for the common use of all Units, as more particularly defined in the Declaration.

"General Common Expenses" refers to costs and expenses incurred or projected in connection with the Maintenance of the General Common Elements and the provision of services and facilities for all Unit Owners, as more particularly defined in the Declaration.

"Land" refers to the parcel of land described in Exhibit A to the Declaration.

"Law or Laws" refers to laws and ordinances of any or all of the federal, state, city, county and borough governments and rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental,

public or quasi-public authorities, having jurisdiction over the Property, the Land, the Building, and Unit or any portion of any of the foregoing, any requirements or conditions of any licenses, permits, approvals or certificates issued by any of the foregoing, the direction of any public officer pursuant to law, and the requirements and conditions of any easement, covenant, restriction, condition or other encumbrance that is binding upon the Property or the applicable portion thereof.

"Light Rail Easement" (See "Transitway Easement").

"Limited Common Elements" refers to those portions of the Land and/or the Building, designated for the use of one or more but not all Units, as more particularly defined in the Declaration.

"Managing Agent" refers to the managing agent or manager of the Building at the time in question.

"Maintenance or Maintain" refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, alteration, addition, reconstruction, construction, demolition, restoration and replacement as and when necessary or desirable of any portion of the Building.

"Maintenance Agreement" shall mean the Maintenance Agreement concerning maintenance and operation of the Park Areas, between Penn Yards Associates and the New York City Parks Department, dated as of October 26, 1992, as same may be amended from time to time.

"Mapping Agreement" means the agreement respecting new mapped streets, Park Areas and other City map changes arising out of development of Riverside South, dated as of May 27, 1998, recorded on August 31, 1998 in Reel 2693, Page 1897, as same may be amended from time to time, entered into pursuant to the Restrictive Declaration by Hudson Waterfront Associates, L.P., Hudson Waterfront Associates I, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates N, L.P., Hudson Waterfront Associates V, L.P., Hudson Waterfront Company C, LLC and Hudson Waterfront Company D, LLC, dated as of December 17, 1992, as same may be amended from time to time.

"Member" means a member of the Riverside South Property Owners Association, Inc.

"Offeree" refers to (a) each Purchaser who has executed and delivered an Agreement for a Residential Unit and who is not in default thereunder, (b) each Unit Owner, and (c) any other person or entity who, pursuant to Law, is an offeree of the Plan.

"Parcel H" refers to the land and any improvements constructed thereon located at 100 Riverside.

"Parcel L" refers to the land and any improvements constructed thereon located at Block 1171, a portion of Lot 155 and having a street address at 20 Riverside Boulevard, New York, New York.

"Parcel M" refers to the land and any improvements constructed thereon located at Block 1171, a portion of Lot 155 and having a street address at 10 Riverside Boulevard, New York, New York.

"Parcel N" refers to the land and any improvements constructed thereon located at Block 1171, a portion of Lot 165 and having a street address not yet assigned, however, located south of Parcel M.

"Park Areas" means all of the park areas to be developed as part of Riverside South, including Riverside Park South and the Southern Open Space. Each such area is referred to individually as a "Park Area".

"Permitted Encumbrances" refers to those Unit title encumbrances subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement and the Specimen Title Policy set forth in Part II of the Plan.

"Permitted Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

"Permitted Mortgagee" refers to the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holders of the construction loan mortgages, if any, given by Sponsor to acquire and construct the Property.

"Plan" refers to this offering plan for the establishment of condominium ownership for the Property, as the same may be amended from time to time.

"Plans and Specifications" refers to the plans for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and other municipal agencies or authorities having jurisdiction, and any specifications prepared in connection therewith, as same may be amended from time to time.

"Property" refers to the Land, the Building and the appurtenances thereto.

"Property Owners Association" means "Riverside South Property Owners Association, Inc.," as more fully described in the definition of that entity.

"Property Owners Declaration" means the Declaration of Covenants, Conditions and Restrictions of the Riverside South Property Owners Association, Inc. made by Sponsor and all other owners of Development Parcels in Riverside South, dated as of August 26, 1997 and recorded in the City Register's Office on March 16, 1998 in Reel 12554, Page 552, as same may be amended from time to time.

"Public Access Area" means the 65th Street Public Access Area, and any other Public Access Area referred to in the Property Owners Declaration, Restrictive Declaration, Mapping Agreement, Maintenance Agreement, or any other project document concerning Riverside South.

"Public Access Easement" means a permanent non-exclusive pedestrian and vehicular easement at surface level and above, granted in accordance with the Restrictive Declaration

and Mapping Agreement, across a Public Access Area by the Owners) of the Development Parcels) on which the Public Access Area is located, or by the Property Owners Association following conveyance of the Public Access Area to the Property Owners Association, which easement grants pedestrian and vehicular access to the City of New York and the general public.

"Purchaser" refers to person(s) or entity(ies) named as Purchaser(s) in an Agreement, which has been duly executed by such person(s) or entity(ies) and accepted by Sponsor.

"Residential Board" refers to the board of managers representing the Residential Unit Owners.

"Residential Common Charges" refers to assessments payable to the Residential Board by Residential Unit Owners for the purpose of meeting (a) the cost of the Residential Common Expenses and (b) each Residential Unit Owners pro rata share of the General Common Expenses, as more particularly defined in the Declaration.

"Residential Common Elements" refers to those Common Elements, which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners, as more particularly described in the Declaration.

"Residential Common Expenses" refers to the costs and expenses incurred or projected in connection with the operation and Maintenance of the Residential Common Elements or the Residential Limited Common Elements or in connection with any services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners as more particularly defined in the Declaration.

"Residential Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Residential Common Elements appertaining to each Residential Unit determined in accordance with the Declaration. The Residential Common Interest is the basis of determining a Unit Owner's liability for a share of the Residential Common Expenses.

"Residential Limited Common Elements" refers to those Common Elements, which serve or benefit exclusively one (1) or more but not all the Residential Units and/or the Residential Unit Owners including, but not limited to the Terraces appurtenant to certain Residential Units, as more particularly defined in the Declaration.

"Residential Section" refers to the Residential Units, the Residential Common Elements and the Residential Limited Common Elements.

"Residential Unit" refers to any Unit designated as a Residential Unit in the Declaration, and all such Residential Units, are, collectively, referred to as the "Residential Units."

"Residential Unit Owner" refers to any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners."

"Restrictive Declaration" refers to that certain the agreement made as of December 17, 1992 and recorded January 6, 1993 in Reel 1934, Page 1, as same may be amended and supplemented from time to time.

"Riverside" (also known, from time to time, as "Riverside South"), means the approximately 75-acre 13-block development site located on the Upper West Side of Manhattan bound by 72nd Street on the north, 59th Street on the south, Freedom Place and West End Avenue on the east and the Hudson River on the west.

"Riverside Park South" means the extension being constructed from 72nd Street to 59th Street of the now existing public park known as Riverside Park.

"Riverside South Property Owners Association, Inc." or the "Property Owners Association" means the not-for-profit corporation formed pursuant to the Restrictive Declaration to serve the purposes and functions pertaining to Riverside South outlined in the Restrictive Declaration and implemented by the Property Owners Declaration.

"Rules and Regulations" refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

"Schedule A" refers to Schedule A, "Purchase Prices and Related Information" for the Projected First Year of Condominium Operation set forth in Part I of the Plan.

"Schedule B" refers to Schedule B, "Projected Budget for First Year of Condominium Operation" set forth in Part I of the Plan.

"Selling Agent" refers to Corcoran Group Marketing, or any successor selling agent at the time in question.

"Southern Open Space" means the Park Area to be constructed at the southern end of Riverside South, independent of the Riverside Park South.

"Sponsor" refers to CRP/Extell Parcel I, L.P., a Delaware limited partnership, and its successors and assigns.

"Sponsor and/or its designee(s)," "Sponsor or a designee of Sponsor" or similar terms refers to Sponsor and any designee of Sponsor.

"Sponsor Control Period" refers to the period during which members of the Residential Board or Condominium Board elected or designated by Sponsor constitute a majority of the members of said Boards.

"Storage Bin" refers to the storage bins located on the Sub-Cellar 2, Sub-Cellar 1 and Cellar levels of the Building which will be made available for the exclusive use of the Residential Unit Owners pursuant to Storage Bin Licenses and which constitute Residential Common Elements.

"Storage Bin License" refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Bin.

"Terrace(s)" refers to terraces and/or balconies and/or roof gardens and/or deck houses appurtenant to certain Residential Units.

"Transitway Easement" (referred to in the Mapping Agreement as the "Light Rail Easement") means the easement in essentially the same area as the Amtrak Easement to which the City of New York is entitled pursuant to the Restrictive Declaration, if the City of New York exercises its option granted in the Restrictive Declaration. If the City exercises its right to obtain the Transitway Easement, the Transitway Easement may be used by the City of New York for construction, maintenance and operation of a portion of a light rail system to be constructed by the City of New York.

"Unavoidable Delays" refers to delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, terrorism, war, act of the public enemy, riot, sabotage, blockade, embargo, shortage of or failure or inability to secure materials or labor by reason of priority or similar regulation or order of any government or regulatory body or lightning, earthquake, fire, storm, hurricane, flood, explosion, act of God or any cause similar to any of the causes hereinabove stated; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause similar to the causes stated above.

"Unit" or "Condominium Unit" refers to either a Residential Unit or a Commercial Unit as more particularly designated in the Declaration and the Floor Plans and all such Units are collectively referred to as "Units."

"Unit Owner" refers to any Residential Unit Owner or Commercial Unit Owner, and all of such Residential Unit Owners and Commercial Unit Owners are collectively referred to as the "Unit Owners."

"Unsold Residential Unit" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by (i) Sponsor, (ii) any party designated by Sponsor as a "sponsor" under the Plan (iii) any party designated by Sponsor as the owner of an Unsold Residential Unit, (iv) the holder of a Permitted Mortgage given by a Sponsor or (v) the designee of a holder of such a Permitted Mortgage.

"Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee; a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of the principals of any of them, is a member; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage.

All other capitalized terms used in Part I of the Plan that are not separately defined in Part I shall have the meanings ascribed thereto in the By-Laws or in the Declaration, as the case may be.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Construction of the Building

The Building will be located on Riverside Boulevard between West 63rd and West 64th Streets and abutting Freedom Place South to the east in the neighborhood known as the Upper West Side of Manhattan in New York City. The main residential entrances to the Building will be on Riverside Boulevard and Freedom Place South.

The Building contains a Commercial Section, consisting of the Commercial Units and the Commercial Common Elements and a Residential Section consisting of the Residential Units, the Residential Common Elements and Residential Limited Common Elements.

The Building, including the individual Units therein, will be substantially completed in accordance with the Plans and Specifications and all applicable zoning and building Laws and other government requirements.

Under the present construction schedule it is anticipated that, except for finishing work to stairways, hallways and other areas of the Building which are not intended for the exclusive use of any particular Unit Owner and work, if any, which Sponsor agrees to perform in individual Residential Units at the request of Purchasers or Residential Unit Owners, the Residential Units will be substantially completed by the autumn of 2008 and Temporary Certificate of Occupancy with respect to portions of the Building will be obtained prior to the First Closing subject to Unavoidable Delays. Sponsor does not, however, warrant or guarantee the foregoing completion or occupancy dates for the Building due to Unavoidable Delays. The first Temporary Certificate of Occupancy may issue for some but not all of the Residential Units and Sponsor may complete construction of certain Residential Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Residential Units while construction in other Units is continuing, possibly, for extended periods of time and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Residential Unit Owners after they have taken occupancy of their Residential Units.

Sponsor makes no representations or warranties regarding building construction in the area of the Condominium or whether the existing structures in the area will remain. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit. Purchasers are further advised that all neighboring vacant parcels have been acquired. Purchasers should note that an affiliate of Sponsor owns Parcel H, a neighboring parcel.

Sponsor has engaged Costas Kondylis & Partners, LLP ("Sponsor's Architect") as architects for the Building, I.M.Robbins, P.C. as mechanical, electrical and plumbing engineers of the Building and The Cantor Seinuk Group, P.C. as structural engineer of the Building. Construction of the Building is being financed by Hypo Real Estate Capital Corporation, which financing is secured, among other things, by mortgages and security agreements.

The National Railroad Passenger Corporation ("Amtrak") owns the Amtrak Right of Way Parcel, which traverses the Property along its eastern portion at the cellar and sub-cellar levels. The Amtrak Easement abuts the Amtrak Right of Way Parcel on the west. Amtrak uses the

Amtrak Right of Way Parcel and the Amtrak Easement in connection with operation of Amtrak's passenger railroad service and for rail maintenance and related uses. The Building is being constructed over the Amtrak Right of Way Parcel and Amtrak Easement. Exhaust systems servicing the Amtrak railroad facilities are being constructed as part of the Common Elements of the Building, but are to be operated and maintained by Amtrak under the Amtrak Agreement at the cost and expense of the Unit Owners, as more fully described in Part I, Section S of this Plan.

The City of New York has the right to request that the Owners of Development Parcels grant it a Transitway Easement which, as respects the Property, would be located in essentially the same area as the Amtrak Easement. The Transitway Easement, if requested, would allow New York City to maintain and operate a light rail system within this area.

As more particularly set forth on Schedule A, certain Residential Units will be located on the First Floor of the Building. Although the Building has been designed to mitigate noise and vibration from the operation of trains running under the Building, Sponsor makes no representation, warranty or guarantee with respect to the possibility that there may be resultant noise or vibration disturbances in any Residential Unit. To date, seven (7) other residential buildings in Riverside South, which also are built over the Amtrak Right of Way, have been completed, including five (5) which have been occupied for several years and two (2) which opened for occupancy in 2005. To the Sponsor's knowledge, no complaints of disturbance due to noise or vibrations from operation of trains have been made by residents of those buildings to the sponsors or owners of said buildings. While none of the seven (7) other residential buildings contained Residential Units on the First Floor of the Building, Sponsor has no reason to expect the experience of residents of this Building, including residents of Residential Units on the First Floor, will be any different than the experience of residents in the seven (7) other buildings as concerns the Amtrak Right of Way.

Sponsor reserves the right to amend or modify the Plans and Specifications in any way not material to this offering or in a manner disclosed in this offering, including, without limitation, changing materials, appliances, equipment, fixtures and other construction and design details set forth therein or in the "Description of Property" set forth in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, except that no change will be made in the size or number of Units or their respective percentages of Common Interest except by amendment to the Plan and the Declaration, if applicable. None of the foregoing shall give rise to a right of rescission on the part of any Purchaser and may be made without prior notice or amendment to the Plan.

Residential Units

Subject to the rights of Sponsor and the owner of any Unsold Residential Unit to change the number of Residential Units, there will be a total of 289 Residential Units situated on floors 3 through Penthouse of the Building. Descriptions of the Residential Units are set forth in the "Description of Property" in Part II of the Plan. See also the Section entitled "Changes in Prices and Units." Please refer to Schedule A, "Prices of Units and Related Information" for further details.

Except as otherwise agreed by the parties, the Residential Units will be delivered to Purchasers with a prime coat of paint. Each Purchaser will be obligated to do all other painting and decorating of the Residential Unit at such Unit Owner's own cost and expense. Any special work which a Purchaser desires for a Residential Unit prior to Closing shall only be performed following Sponsor's prior written consent thereto and Sponsor's designation or approval of all contractors and suppliers in connection therewith, which consent and approval shall be within the sole discretion of Sponsor.

Included in the sale of each Residential Unit are the following: refrigerator/freezer, kitchen cabinets, microwave, gas range, wall oven, automatic dishwasher, washing machine and dryer and individually controlled heating and cooling units. The manufacturer, model number and specifications for the foregoing appliances and equipment are set forth in the "Description of Property." As more fully set forth under the Section entitled "Description of Property and Improvements" under the Subsection entitled "Construction of the Building," these appliances and equipment are subject to substitutions by Sponsor in their place of appliances and equipment of equal or better quality. Sponsor may negotiate to make modifications or changes in any Residential Unit or to do special work therein or to provide different or additional appliances, equipment, furnishings or decorations, provided that Sponsor shall not be bound to do so unless agreed to by Sponsor in a written instrument which is incorporated as an addendum to the Agreement.

Sponsor and the owner of any Unsold Residential Unit reserve the right, without prior notice or amendment to the Plan, to use Common Elements and Unsold Residential Units on any floor of the Building as sales and leasing offices and model apartments. In the event Sponsor or its designee, thereafter, elects to sell such Unsold Residential Units, Sponsor or its designee may require the purchaser thereof to purchase all or any of the furniture, furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unsold Residential Unit, such amounts as Sponsor determines together with any sales tax due in connection therewith.

A Residential Unit Owner may only use such Unit Owner's Residential Unit for a purpose consistent with the local zoning ordinance, as amended from time to time, any other applicable ordinance or statute, and any regulation of a governmental authority with jurisdiction over the Condominium, including, but not limited to, local building codes and the Multiple Dwelling Law, as such statutes, ordinances and regulations may be amended from time to time, but in no event may a Residential Unit Owner use such Unit Owner's Residential Unit for a use violative of the By-Laws.

Resident Manager's Apartment

At or subsequent to the First Closing, Sponsor will sell Residential Unit 4A in the Condominium to the Residential Board, to be used as the Resident Manager's residence. The Purchase Price for this Unit is $1,200,000. The Purchase Price for this apartment and related closing costs is currently anticipated to be $1,264,241.83 (the Purchase Price and the related closing costs is hereinafter referred to as "Resident Manager's Closing Cost"). Purchasers are advised that the Residential Manager's Closing Cost does not include any common charges payable with respect to the Unit following the closing date thereof and that the Residential Unit Owners will be responsible for the cost of maintaining the Resident Manager's Apartment,

including all maintenance charges, common charges, real estate taxes or other expenses related to such owners from and after the closing of title to the Resident Manager's Unit. At the closing of title to each Residential Unit, Sponsor will collect, on behalf of the Residential Board, from each Purchaser thereof, as a closing cost, such Purchaser's allocable share ("Allocable Share") of the Resident Manager's Closing Cost, based upon the Residential Common Interest of such Residential Unit. A complete description of each Purchaser's Allocable Share of the Residential Manager's Unit is set forth on Schedule A in Part I of the Plan. As more particularly set forth in Schedule B, the common expenses included in the Condominium's operating budget (i.e., the cost of labor to operate the building, utility services, maintenance and repair of the building's common areas, management, insurance, supplies, ancillary services and Park and Amtrak maintenance and insurance, etc.) which are attributable to the Resident Manager's Unit are allocated to the balance of the Residential Units based on their respective percentage of Common Interest. Prior to the closing of title to all of the Residential Units Sponsor reserves the right to advance the remaining funds necessary to purchase the Resident Manager's Apartment and to receive a note and mortgage securing the Residential Boards obligation to repay such advances. In such event the payments made by Purchasers reflecting their allocable share of the Resident Manager's Closing Cost will be paid to Sponsor until such time as the advances, together with interest earned thereon, is repaid in full. The Residential Unit Owners will be responsible for the cost of maintaining the Resident Manager's Apartment, including all maintenance charges, common charges, real estate taxes or other expenses related to such owners. From the First Closing until such time as title to the Resident Manager's Apartment is conveyed to the Residential Board, the Residential Board will enter into a lease with Sponsor for the Resident Manager's Apartment, the rent for which will equal a reasonable market rent in the amount of $6,000 per month (representing an estimate of the (a) principal and interest which would have been due on the Purchase Money Note, had same been executed by Residential Board, (b) Common Charges assessed against the Unit occupied by the Resident Manager and (c) real estate taxes assessed against the Unit occupied by the Resident Manager) until the Resident Manager's Apartment is conveyed to the Residential Board. Please refer to Schedule A, "Purchase Prices and Related Information", Schedule B-1 – "Projected Budget for the First Year of Residential Section Operation" and the Section entitled "Unit Closing Costs and Adjustments" all in Part I of the Plan, for further details regarding each Purchaser's allocable share of the Resident Manager's Closing Cost and the estimated cost to own and maintain the Resident Manager's Apartment. Notwithstanding the foregoing, there is no guaranty that the Residential Board will be able to locate a Resident Manager's Apartment for purchase or lease prior to the First Closing.

Sponsor reserves the right, in its sole discretion, to choose an equivalent Unit other than Unit 4A to sell to the Condominium Board as the Resident Manager's apartment and Purchasers are advised that the substitution of another Unit other than Unit 4A could result in an increase in closing costs paid by individual Purchasers; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium Board incurring financing charges, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 4A as set forth in Schedule B, by more than twenty-five percent (25%). Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

Sponsor shall within six (6) months of the First Closing sell the a Unit to the Residential Board for use by the Resident Manager subject to unavoidable delays which are no fault of

Sponsor and provided that there is a temporary Certificate of Occupancy covering such Unit. From and after the First Closing, Sponsor reserves the right to not to sell a Unit to the Residential Board for a period of up to six (6) months, following the date of the First Closing, during which period Sponsor will rent the Unit occupied by the Resident Manager to the Residential Board. In such event, from the date of the First Closing until the transfer of title of the Unit, the Residential Board shall pay to Sponsor, rent in an amount equal to the sum of the following: (a) principal and interest which would have been due on the Purchase Money Note, had same been executed by Residential Board, (b) Common Charges assessed against the Unit occupied by the Resident Manager and (c) real estate taxes assessed against the Unit occupied by the Resident Manager. In the event Sponsor exercises the right to rent the Unit to the Residential Board, the rental payments will not be credited against the purchase price. Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

Terraces

As indicated in Schedule A, Terraces are appurtenant to certain Residential Units and are included in the purchase prices therefor. Terraces are Residential Limited Common Elements. A Residential Unit Owner who has a Terrace appurtenant to such Unit Owner's Residential Unit shall have the exclusive use of same, subject to the right of the Residential Board to access the Terrace and to regulate its use (as more particularly described in the Declaration and By-Laws), and shall be responsible for all normal Maintenance thereto. However, the costs and expenses of any structural repairs or repairs or replacements to any Terrace, including the replacement of the terrace surface if it becomes worn (unless caused by its Residential Unit Owner) shall be charged to all Residential Unit Owners as a Residential Common Expense.

The Condominium Board and the Residential Board will have the right to require a Residential Unit Owner to obtain the consent of the Condominium Board and/or the Residential Board prior to installing plantings, surface coverings and other furniture, equipment and installations on the Terraces and may require a Residential Unit Owner to remove same, at such Residential Unit Owner's sole cost and expense, if the Condominium Board or the Residential Board determines, in their respective discretion, that such plantings, surface coverings, furniture, equipment or other installations adversely affect the integrity of the roofs or adversely affect the appearance of the Building or if required to facilitate access to the roofing system or other Common Elements pursuant to the Declaration and By-Laws. No terrace may be enclosed without the express written consent of the Condominium Board. The Condominium Board and the Residential Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

Commercial Units

As more particularly described in the Section of the Plan entitled "Commercial Units," in the Declaration and the "Description of Property," the Commercial Section will be situated on portions of the Sub-Cellar 2, Sub-Cellar 1, Cellar and First Floors of the Building. The Commercial Units will be initially comprised of 3 Units: Commercial Unit 1, Commercial Unit 2 and Garage Unit. The Commercial Units will include space that may be utilized for any

purposes permitted by Law, including, without limitation, use as restaurants, banks, parking, retail stores, storage or commercial and professional offices. The Garage Unit contains approximately 250 passenger vehicle parking spaces which may be operated up to twenty-four (24) hours a day with the entrance to the Garage Unit from a vehicular ramp entered from West 64th Street. It is anticipated that the Garage Unit will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Neither the Condominium Board nor the Residential Board may adopt any rules or regulations or amend the Declaration or By-Laws in any manner which would affect the operation of the garage. The Commercial Units may include retail stores, commercial and professional offices, restaurants, banks, storage space or any other legal uses subject to certain use restrictions set forth in the By-Laws.

The Residential Board will have no right to restrict or limit the method of operation or of any uses of the Commercial Units which are permitted by Law. The Commercial Board may adopt rules or approve changes relating solely to the Commercial Units, including rules of operation. No rules affecting the operation of the Commercial Units may be adopted or modified by the Condominium Board without the consent of the Commercial Board. All or any part of the Commercial Units may be leased or subleased by the Commercial Unit Owners, all as more fully set forth in the Declaration. The Commercial Units may each be sold without prior notice. The Plan must first be amended should the Commercial Unit be offered for sale. A Commercial Unit may be divided by the Commercial Unit Owner thereof. (See the Section entitled "Changes in Prices and Units"). The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Commercial Units.

The Commercial Unit Owners shall have the right, without the consent of the Condominium Board or the Residential Board, and at their sole cost and expense, to alter, modify, restore or construct the exterior facade and storefronts of the Building up to the level of the second floor of the Building and to create additional means of egress and ingress provided that such alterations, modifications, restoration or construction are in compliance with applicable Law and do not affect the structural integrity of the Building. The Sponsor and the Commercial Unit Owners also have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the Law.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Commercial Units or as to who the tenants or occupants of any portion of the Commercial Units may be at any time or as to the uses to which any portion of the Commercial Units may be put at any time (except that the Commercial Units may be used for any lawful purpose or as otherwise limited by the Plan). The use of the Commercial Units may generate noise or other disturbances over which the Residential Unit Owners will have no control.

General Common Elements

Generally, the General Common Elements consist of all Common Elements other than the Residential Common Elements, Residential Limited Common Elements, Commercial Common Elements and Commercial Limited Common Elements and include, among other things, the following: (a) the Land; (b) all foundations, footings, columns, girders, concrete floor slabs and ceilings (except to the extent included as the Residential Common Elements, or Residential Limited Common Elements, Commercial Common Elements and Commercial Limited Common Elements or part of any Unit), beams, supports, and interior load bearing walls, together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed concrete structural members of those walls, (c) corridors and all fire staircases, landings and stairs which are not Residential Common Elements, or Residential Limited Common Elements, Commercial Common Elements and Commercial Limited Common Elements or part of any Unit; (d) emergency generator room, oil tank room, fuel oil tank room, boiler room, meter rooms located in Sub-Cellar 2 level; the pump room, locker room and meter rooms located on the Sub-Cellar 1 level; and gas meter room, telephone room, electrical switchgear room, mechanical rooms, superintendent's office, building staff locker room, workshop, water meter room located on the Cellar level (e) general illumination fixtures and security systems; (f) all passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building serving both the Residential Section and Commercial Section, which are not Residential Common Elements, Residential Limited Common Elements, Commercial Common Elements, Commercial Limited Common Elements or part of any Unit; (g) the roofs over the floor of the Building (except to the extent that a portion of a roof is comprised of a Residential Common Elements, or Residential Limited Common Element); (h) the two (2) water storage tanks on the roof of the Building and the one (1) open cooling tower located on the roof of the Building and plate frame exchangers in Sub-Cellar 2 boiler room; (i) one (1) service elevator serving floors Sub-Cellar 2 through 18th Floor and one (1) passenger/service elevator serving floors Sub-Cellar 1, Cellar and 1st Floor (j) the Building's façade and (k) all other parts of the Building and the apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, Maintenance or safety of both the Commercial Section and the Residential Section and which are not owned by another entity such as the supplier, servicer or installer of the systems. A detailed description of the General Common Elements is set forth in the Declaration.

Residential Common Elements

Generally, the Residential Common Elements include, among other things, the following: (a) three (3) automatic passenger elevators serving floors Cellar, 1st through 18th Floors and three (3) automatic passenger elevators serving floors Cellar, 1st, and 19th through Penthouse Floors (including their shafts, pits, machinery and appurtenant facilities); (b) laundry room located on the Cellar level, the Storage Bin rooms located in the Sub-Cellar 2 and Sub-Cellar 1 and Cellar levels, the Bike Storage room in the Cellar and First Floor, the compactor rooms located in the Cellar and the refuse room located on the First Floor of the Building; (c) the residential lobbies, vestibules and entrances, the interior landscaped courtyard, garden lounge, the Health and Fitness Center (including lap swimming pool), children's playroom and function room, billiards room, mailroom, package room, sitting alcoves, valet and reception office all

located on the First Floor of the Building; (d) passages, hallways, stairs and corridors to the extent any of the same are for the exclusive use of the Residential Section; (e) electric panels, closets, feeders and risers serving the Residential Section; (f) the refuse rooms and refuse chutes located in the Building; (g) the windows in the Residential Section which do not exclusively open into a Residential Unit; (h) all columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls from above the slab over the first floor of the Building to the roof (except to the extent same are Commercial Common Elements); (i) all mechanical space and other rooms, areas and spaces located in the Building serving exclusively the Residential Units, the Residential Common Elements and the Residential Limited Common Elements and which are not General Common Elements, Commercial Common Elements, or part of any Unit; (j) the fireplace flues servicing certain Residential Unit; and (k) all other apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit exclusively the Residential Units and which are not owned by another entity such as the supplier, servicer or installer of the systems. A detailed description of the Residential Common Elements is contained in the Declaration.

Residential Limited Common Elements

The Residential Limited Common Elements include those portions of the Building available for the exclusive use of some but not all Residential Unit Owners. At the present time the Residential Limited Common Elements consist of the Terraces appurtenant to certain Residential Units.

Commercial Common Elements

Generally, the Commercial Common Elements include, among other things, the following: (a) all columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls located within any Commercial Unit or separating a Commercial Unit from a Residential Unit or a Residential Common Element; and (b) all other apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits, and lines) which serve or benefit exclusively the Commercial Units or the Commercial Unit Owners. A detailed description of the Commercial Common Elements is set forth in the Declaration. The Commercial Unit Owners will have the right to grant easements permitting access between any Commercial Common Element or other portion of the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements and Commercial Common Elements located between the Commercial Units and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

Commercial Limited Common Elements

The Commercial Limited Common Elements include those portions of the Building, if any, which are available for the exclusive use of the Commercial Unit Owner or, in the event that the Commercial Unit is subdivided, is available for the exclusive use of some but not all of the Commercial Units. The costs of maintaining and operating the Commercial Limited Common Elements shall be borne by the Commercial Unit Owner having exclusive access thereto or utilizing or benefiting from the same.

Services and Facilities

Under present plans, all of the services and facilities described herein will initially be provided and made available to Residential Unit Owners following the First Closing.

a. Doorman/Concierge and Other Services

It is anticipated that a uniformed doorman/concierge will be on duty at the Lobby of the Building twenty-four (24) hours a day, seven (7) days a week, to assist those arriving and departing. The doorman's hours of duty may not be provided until title has closed to fifty (50%) percent of the Residential Units.

Sponsor has entered into a service contract on behalf of Purchasers with Abigail Michaels Concierge, Inc. ("AMC") for a term which begins on the date of the First Closing and ends on the date which is twelve (12) months from that date, to provide personal concierge service and related services to its members. Sponsor does not represent or warrant that the service contract with AMC will be extended by the Condominium Board beyond the first year of condominium operation. Sponsor, in its sole discretion and at its sole cost and expense, reserves the right to terminate the AMC service contract and enter into an alternative service contract for concierge service and related services with a comparable company.

Additionally, an affiliate of Sponsor has entered into a service contract with Kidville NY LLC ("Kidville") to provide some Unit Owners with one free membership to Kidville ("Membership") for a period of one year following the First Closing for Unit Owners to utilize at Kidville's West Side location located at 466 Columbus Avenue, New York, New York. All expenses beyond the Membership for other goods and services offered by Kidville (to include without limitation, the café, salon, boutique, indoor playground and additional classes) shall be paid for exclusively by the Unit Owner requesting the goods and services provided. The Membership to Kidville will initially be offered at the sole expense of the Sponsor for a period of one (1) year from the date of the First Closing. Sponsor does not represent or warrant whether Kidville will perform the services set forth in the service contract and Sponsor does not represent or warrant that the service contract with Kidville will be extended by the Condominium Board or the Sponsor beyond the First Closing. Sponsor, in its sole discretion and at its sole cost and expense, reserves the right to terminate the arrangement with Kidville and enter into an alternative service contract for kid-complex services with a comparable company in Manhattan.

b. Elevator Service

Three (3) automatic passenger elevators will be in service, twenty-four (24) hours a day, seven (7) days a week, for the use of Residential Unit Owners for floors Cellar, 1st through 18th Floors. Three (3) automatic passenger elevators will be in service, twenty-four (24) hours a day, seven (7) days a week, for the use of Residential Unit Owners for floors Cellar, 1st, and 19th through Penthouse Floors. There will also be one (1) service elevator which shall be available for the use of all Unit Owners as a service elevator for floors Sub-Cellar 2 through 18th Floor. There will be one (1) passenger/service elevator which shall be available for the use of all Unit Owners as a passenger/service elevator for floors Sub-Cellar 1, Cellar and 1st Floor.

c. Cable Television Service and Television Reception Facilities

A cable television system will be available for the use of the Residential Unit Owners. The charges for primary connections and subsequent monthly fees related to the service will be determined by, and payable directly to the cable company. Additional cable service (e.g., Home Box Office or Showtime) will also be available from the cable company for an additional charge on the same basis. Inasmuch as the wiring of the Building may be delayed until a certain percentage of the Residential Units are occupied, Sponsor makes no representation that cable television service will be available to any Residential Unit Owner upon its initial occupancy of a Residential Unit. Sponsor may enter into an agreement with a cable company (the "Cable Company"), granting the Cable Company the right to install wires, cables and other components of its system (the "Cable Facilities") in the Building's internal conduit system and granting the Cable Company an easement for the installation, repair or replacement of the Cable Facilities and certain rights to relocate the Cable Facilities which shall remain the property of the Cable Company (the "Cable Agreement"). The Condominium would own and maintain the internal conduit system in which the Cable Facilities are located. In the event Sponsor enters into the Cable Agreement, the Condominium will be subject to and bound by the terms thereof. The Building will not be equipped with a master television antenna system for basic local broadcast station reception.

d. Electrical Systems and Telephone Service

Electrical service will be provided to Residential Unit Owners by Con Edison or such other utility company, which will bill such Unit Owners directly for electricity utilized. Local and long distance telephone service (both land and cellular) can be provided by Verizon or other telephone service provider. Each Residential Unit will be prewired to permit the installation of telephone jacks and a special two-line telephone (at such Unit Owner's expense), which will permit the telephone to be used both as a building intercom and as a telephone. Sponsor makes no representations or guarantees regarding telephone reception or the availability or cellular service.

e. Mail

All incoming mail will be delivered by the United States Postal Service to the mailboxes located on the First Floor.

f. Laundry

Each Residential Unit will contain a washer and electric dryer. In addition, Sponsor is providing a laundry room to be located on the Cellar Floor to contain three (3) washers and three (3) dryers which will be coin or card operated and will be vented to the exterior of the Building.

g. Refuse Disposal

There will be one (1) refuse chute located off the public corridor on each residential floor serving the Residential Units leading directly to the refuse room located in the Sub-Cellar 1 level.

h. Recreation Areas

Recreation areas for use by Residential Unit Owners and their guests and tenants include an indoor landscaped courtyard with an estimated capacity not to exceed 75 occupants, a garden lounge with an estimated capacity not to exceed 40, an indoor children's play room with an estimated capacity not to exceed 38 occupants, a function room with an estimated capacity not to exceed 55 occupants and a billiards room with an estimated capacity not to exceed 12 occupants, all of which will be located on the 1st Floor of the Building. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof will have the right to use these facilities, subject to the Declaration and the By-Laws and to any rules and regulations promulgated from time to time by the Condominium Board. The indoor courtyard will have a variety of plants and shrubs, as well as a limited seating area. The indoor courtyard will be visible from the Health and Fitness Center (as such term is defined hereinbelow) as well as the central Ground Floor corridor. The indoor children's playroom will be located on the Ground Floor of the Building and will consist of a limited amount of furniture to include a small table and chairs. The function room will contain a kitchenette and powder room but no furniture insofar as such room is intended to be available for use by residents for private events as regulated by the rules of the Residential Board that may be adopted from time to time.

There will be an health and fitness center ("Health and Fitness Center") with an estimated capacity not to exceed 75 occupants located on portions of the First Floor of the Building, which will be available for use by the Residential Unit Owners and the residents of the Building. The Health and Fitness Center will be open from approximately 6:00 a.m. to 11:00 a.m. and 3:30 p.m. to 9:00 p.m. Monday thru Friday, 9:00 a.m. to 6:00 p.m. Saturday and 9:00 a.m. to 6:00 p.m. Sunday, subject to closure on federal holidays or as otherwise determined by the Residential Board or the Operator (as determined below). The Health and Fitness Center will initially contain a 17x50 foot indoor lap pool, separate Men's and Women's locker rooms that will each contain sauna, steam and massage therapy rooms and a main exercise room with a limited amount of exercise equipment and machinery ("Equipment") which Equipment will become the property of the Residential Board. The Residential Board will be responsible for all costs incurred in operating and maintaining the Health and Fitness Center, including, without limitation, the costs for electricity, gas, water and sewer, real estate taxes and other taxes, if any, and all common charges, insurance charges or other operating expenses of the Health and Fitness Center as well as the proper maintenance and staffing as may be required by law for the Health and Fitness Center and the equipment and machinery contained therein, the costs for which will constitute Residential Common Expenses to be borne by the Residential Unit Owners. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof will have the right to use the Health and Fitness Center, subject to the Declaration and the By-Laws and to any rules and regulations promulgated from time to time by the Residential Board.

It is anticipated that the Residential Board on behalf of the Residential Unit Owners will enter into a contract with La Palestra (the "LaPalestra Agreement") to operate the Health and Fitness Center and provide lifeguards and supervision for the lap pool. Under the terms of the LaPalestra Agreement, the Residential Board will be obligated to pay LaPalestra $421,905 during the First Year of Operation, which includes the cost of lifeguards, a receptionist, health club management personnel (excluding the cost of personal training, massage, physical therapy, nutrition, or other personalized services which a Residential Unit Owner shall be

responsible for payment), locker room amenities (soap and shampoo). Sponsor makes no guarantee or representation that LaPalestra will continue operate the Health and Fitness Center beyond the terms of the LaPalestra Agreement as such determination will be made by the Residential Board. During the term of the LaPalestra Agreement, LaPalestra will have the exclusive right to manage the Health and Fitness Center and the pool and to provide personal training and massage at LaPalestra and accordingly, during this period, the Condominium will not have the right to create or allow any affiliation with another fitness facility personal trainer or similar business in the Building. The operator of the Health and Fitness Center is not related to or affiliated with Sponsor. Please refer to the Budget set forth in Part I of the Plan for further details.

i. Bicycle Storage

There will be a bicycle storage room available for the use of Residential Unit Owners on the Cellar Floor of the Building (the "Bicycle Room") which will include bicycle hooks for the storage of bicycles (hereinafter referred to as "Bicycle Racks"). No other equipment or facilities will be located in the Bicycle Room. Sponsor, in Sponsor's sole discretion, reserves the right to move all or any portion of the Bicycle Room to other floors in the Building and/or to increase the number of Bicycle Racks. The Residential Unit Owners will be able to utilize the Bicycle Room on a first-come, first-served basis. It is currently anticipated that the Residential Board will charge approximately $10 per month for the use of each Bicycle Rack. The Residential Board has the right to modify fees for the use of the Bicycle Racks and to establish rules and regulations relating to the use of the Bicycle Room and Bicycle Racks. The Residential Board shall not be liable for any theft or damage to any bicycles or other objects stored in the Bicycle Room, unless due to the gross negligence of the Residential Board. The Bicycle Room and the Bicycle Racks will be unattended and Residential Unit Owners will store bicycles in the Bicycle Room at such Residential Unit Owners' own risk.

j. Freedom South Plaza

Adjacent to east entrance to the Condominium along Freedom Place is Freedom South is a public plaza area with plantings known as "Freedom South Plaza". A portion such plaza shall be owned and maintained by the Condominium and the remainder shall be owned and maintained by the adjacent property owner. The Condominium shall be responsible for and shall bear the cost of maintaining the entire plaza in clean, safe and first class condition and shall make all repairs thereon, whether or not necessitated by fire or other casualty, wear, tear, or obsolescence as may be necessary or appropriate to keep the same in a first class condition. Included in Schedule B is the Condominium's estimated cost of maintaining the plaza at the Freedom South entrance to the Condominium for the first year of condominium operation. Please refer to Schedule B for further details.

General

All determinations with respect to the continuance of any of the foregoing services, if initially made available, will be made by the Residential Board, which will be controlled by Sponsor during the Sponsor Control Period as described in the Section of the Plan entitled

"Control by Sponsor." Please refer to the Description of the Property set forth in its entirety in Part II of the Plan for further details regarding services and facilities at the Property.

Neither Sponsor, the Managing Agent nor the Boards will in any event be liable for the availability, interruption, discontinuance or quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent or any of the Boards, as the case may be.

No representation or warranty is made and no assurance is given that the security systems and procedures of the Residential Section and of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Residential Units are being offered for sale or lease by Sponsor or its designees there will be a greater number of visitors to the Residential Section than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Residential Section's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents.

Please refer to the Description of Property set forth in its entirety in Part II of the Plan for further details regarding security procedures.

LOCATION AND AREA INFORMATION

Location and Services

The Building is located on Riverside Boulevard between West 63rd and West 64th Streets in the neighborhood known as the Upper West Side of Manhattan in New York City. There are excellent and abundant restaurants, grocery stores, cultural institutions, convenience stores and support services within a few blocks of the Building. The location also provides magnificent views of the Hudson River and the New York City skyline.

New York City is the most populous city in the United States, as well as one of the principal urban centers of the world. Manhattan is the economic and recreational hub of New York City, containing numerous businesses, transportation facilities, cultural activities, park areas, educational facilities, medical centers and restaurants.

New York City is the nation's principal financial center. It is the home of the New York Stock Exchange, the American Stock Exchange and the National Over-the-Counter Stock Market. Manhattan is the corporate headquarters for a number of the largest banks. Many of the country's "Fortune 500" industrial corporations have their headquarters in Manhattan as do major law and accounting firms. Manhattan is also recognized as the national center of the advertising, communications, broadcasting, publishing and garment industries. In the last several years, there has been substantial growth in the number of foreign banks and corporations that have offices in Manhattan.

There are many fine eating establishments nearby the Building. Cafe des Artistes, Picholine, Restaurant 222, Gabriel's, Tavern on the Green, Cafe Luxembourg, and Jean Georges, to name a few, are within walking distance. Many cafes and coffee shops can be found along Broadway, Amsterdam and Columbus Avenues.

Many popular stores are in close proximity to the Building. The Pottery Barn, Barnes and Noble, Tower Records, Banana Republic, The Gap, Gracious Homes, Balducci's, Zabar's, Surroundings, Fairway, Renaissance Fine Wines, Trump Marketplace and others are all fine complements to the many local shops and boutiques on the main shopping streets.

Neighborhood stores such as Zabar's, H&H Bagels and Surroundings have become world famous.

Crosstown bus service is available east and west on 72nd, 79th and 86th Streets. Uptown and downtown bus service is available on nearby Broadway. In addition, the M-72's route has been extended to run north on Freedom Place between 66th Street and 70th Street.

Subway service available at West 72nd Street includes the No. 2 and No. 3 IRT express trains and the No. 1 and No. 9 IRT locals. At West 66th Street, IRT No. 1 and No. 9 local service is available. At Columbus Circle, B, D and A line express trains, as well as IRT No. 1 and No. 9 local service, are available. There is easy access by subway to Times Square, Penn Station and The Port Authority Bus Terminal.

The Building is convenient to major arteries providing access to all boroughs of New York City, Westchester, Long Island, Upstate New York, New Jersey and the three major airports serving the New York metropolitan area. There is nearby vehicular access to the Henry Hudson Parkway, the major north-south highway servicing the West Side of Manhattan and all points north of the City.

The Building is located in Public School District No. 3. The grammar school is P.S. No. 191, and is located at 210 West 61st Street. The middle school is Middle School #44 and is located at 100 West 77th Street. The public high schools in the vicinity of the Building are Martin Luther King High School located at 122 West 66th Street, New York, New York and Fiorello LaGuardia High School located at 100 Amsterdam Avenue (between West 64th and West 65th Street), New York, New York. In addition, there are several public high schools with various specialties available within the City of New York, with entrance by competition or examination. Some of the City's finest private schools also are located in the area, for instance, Manhattan Day School, Trinity, Calhoun, West Side Montessori, Columbia Grammar, Rodeph Sholom and Abraham Heschel.

Additionally, there are specialty schools for the performing arts and universities located in the vicinity of the Building. The Julliard School and Fordham and Columbia Universities are all nearby.

Numerous museums are located within easy access to the Condominium. Among them are the world famous Museum of Natural History, the Metropolitan Museum of Art, the Guggenheim Museum, the Whitney Museum of American Art, the Museum of Modern Art, and the New York Historical Society.

The Building is close to Central Park and Riverside Park and all the amenities they have to offer, including the Central Park Zoo, the Shakespeare Garden, Belvedere Castle and The Great Lawn. During the summer months in Central Park, the carousel, boating on the lake, Shakespeare in the Park, concerts by the New York Philharmonic and other performing arts events are all available. Many ballfields, bicycle and jogging paths and open grassy areas are within a few blocks of the Building.

The Wollman Rink in Central Park is open for ice skating in the winter months and roller blading in the summer months. Chelsea Piers, the extensive new sports complex on the Hudson River, is a short ride down the Westside Highway or a short bicycle ride down the recently completed West Side bicycle path.

Riverside South itself has a unique waterfront location, 13 blocks directly along the Hudson River. Open parkland is the only permitted use for the land between the buildings being constructed in Riverside South and the Hudson River. The Park Area within Riverside South, as well as piers along the Hudson River, are being developed as the Development Parcels of Riverside South are developed.

In addition to its established high-quality residential character, the area proximate to Riverside South is renowned for a wide variety of cultural institutions such as Lincoln Center for the Performing Arts, home of the Metropolitan Opera, New York City Opera, New York City

Ballet, American Ballet Theatre, the New York Philharmonic and the Vivian Beaumont Theatre, and educational institutions such as the American Museum of Natural History and the Rose Center.

Entertainment facilities such as the Beacon Theater for music and several movie theaters, including the Sony Theaters on 68th Street and Broadway, are within close proximity of the Building. The whole gamut of Broadway and Off Broadway shows are no more than a short cab ride away. Reebok's "Urban Country Club" is also close by

The Building is proximate to several major medical facilities including St. Luke's Hospital (West 114th Street and Amsterdam), Mount Sinai Medical Center (100th Street and Fifth Avenue) and St. Luke's/Roosevelt Hospital (West 59th Street and Ninth Avenue). The largest hospital in the New York metropolitan area, New York - Presbyterian Hospital, is a short drive north on the West Side Highway.

Police, fire, water, sanitation and snow removal and road maintenance are provided by the City of New York. The Property is in the 20th Police Precinct with headquarters located at 120 West 82nd Street, New York, New York and primary fire protection is provided by the N.Y.F.D. Engine 40, Ladder 35 located at 131 Amsterdam Avenue, New York, New York. The City of New York will provide water, sanitation, police and fire services to the Building.

The portion of Riverside Boulevard abutting the Property will be constructed by Sponsor simultaneously with construction of the Building. It is anticipated that upon completion of Riverside Boulevard, the City of New York will accept dedication of that street and it thereby will become a public street. Assuming the City of New York accepts dedication, the City also will provide snow removal from this street. Until Riverside Boulevard is dedicated to the City, Sponsor or an affiliate will hold title to that street and will arrange for maintenance of and snow removal from Riverside Boulevard, at no cost to the Condominium.

Near the Property is the 65th Street Public Access Area. The 65th Street Public Access Area is the extension of West 65th Street into Riverside South. Parcel H Owner will construct the 65th Street Public Access Area during the course of construction of the 100 Riverside Building.

The 65th Street Public Access Area, unlike Riverside Boulevard, will not be dedicated to the City of New York and thus will not be a public street. Instead, it will be conveyed to the Property Owners Association and will have a Public Access Easement granted across it. The Public Access Easement will be a permanent street level (and above) easement for use by the City of New York and the general public for vehicular and pedestrian access. The rules and regulations of the New York City Department of Transportation ("DOT") will apply to the Public Access Easement in the same manner as if the Public Access Easement were a public street. Thus DOT may place traffic signs within the easement area for regulation of traffic and parking, and all laws pertaining to vehicular and pedestrian traffic and parking shall apply and be enforceable by the City of New York, in the same manner as if the Public Access Easement were a public street.

Once the Condominium is established and the 65th Street Public Access Area is conveyed to the Property Owners Association, the Owner of Parcel I will have responsibility for implementing and supervising maintenance and repair of the 65th Street Public Access Area and, once granted, the Public Access Easement thereon, including without limitation, any structural supports, in accordance with the standards of DOT for maintenance of public streets. The cost of maintenance and repair of the 65th Street Public Access Area and the Public Access Easement thereon will be shared proportionately by the Owner of Parcel I and the 120 Riverside Owner (i.e., initially Sponsor and subsequently the Condominium Board of 100 Riverside Boulevard at Riverside South).

The City of New York is responsible for the maintenance of the roads adjacent to the Condominium.

There is no guaranty that any of the foregoing services or amenities will continue to be available to Unit Owners or residents in the future or that any change in the foregoing will not adversely impact upon the value of the Residential Units. Sponsor makes no representations that the character of the neighborhood, the businesses and other institutions which operate there or the qualitative nature of the surroundings will not change.

Zoning and Use

The Property is located in the Upper West Side of Manhattan in an C2-5 (R-10 Equivalent) zoning district. As more particularly set forth in the Description of Property contained in Part II of the Plan, the current permissible uses for the Property include residential, professional office and garage uses as per the New York City Zoning Regulation. Sponsor makes no representation that the zoning for the Property will not change.

Purchasers are advised that affiliates of the Sponsor owner certain parcels of land and buildings which are near and/or adjacent to the Condominium. These properties include the following parcels: Parcel H (mixed-use condominium currently under construction and located at 100 Riverside Boulevard, New York, New York), Parcel J-1 (parcel located at 60 Riverside Boulevard, New York, New York currently utilized for surface level parking), Parcel J-2 (parcel located at 300 West 63rd Street, New York, New York currently utilized for surface level parking), Parcel K-1 (parcel located at 40 Riverside Boulevard, New York, New York currently utilized for surface level parking), Parcel K-2 (parcel located at 301 West 61st Street, New York, New York currently utilized for surface level parking), Parcel L (parcel located at 20 Riverside Boulevard, New York, New York currently utilized for surface level parking), Parcel M (parcel located at 10 Riverside Boulevard, New York, New York currently utilized for surface level parking) and Parcel N (parcel yet not assigned a street address, however, is located south of Parcel M and currently utilized for surface level parking). The parcels immediately adjacent to the Condominium are known as Parcel H (located at 100 Riverside), Parcel J-1 (parcel located at 60 Riverside Boulevard, New York, New York) and Parcel J-2 (parcel located at 300 West 63rd Street, New York, New York). Parcel H is being developed as a mixed use condominium having thirty-one stories above grade and approximately 274 Residential Units and 3 Commercial Units including a transient parking garage. Parcel J-1 and Parcel J-2 are currently utilized for surface level parking. It is anticipated that Parcels J-1, J-2, K-1, K-2, L, M and N will all be developed in the future as permitted by Law, however, the development plans for each of the parcels have

not been finalized at the present time. Sponsor makes no representations or warranties regarding building construction in the area of the Condominium including the adjacent properties or whether the existing structures in the area will remain. Purchasers are further advised that all neighboring parcels have been acquired. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the value of the Residential Units and/or views from a Residential Unit.

SCHEDULE A - PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A

Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE (2)	COMMON INTEREST (3a)	RESIDENTIAL ALLOCATION % (3b)	SUPER'S UNIT ALLOCATION	EST. ANNUAL COMMON CHARGES (4)	EST. MONTHLY COMMON CHARGES (4)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (5)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (5)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS
1 A	4 / 4	2,534	3,900,000	0.5066%	0.5367%	6,798	23,536	1,961	1,020	85	23,659	1,972	24,555	2,046	47,194	3,933
3 A (T)	2 / 2	951 (367)	1,500,000	0.2085%	0.2209%	2,798	9,686	807	420	35	9,737	811	10,106	842	19,424	1,619
4 A	2 / 2	951	1,200,000	0.1821%	0.1929%	n/a	0	0	366	31	8,504	709	366	31	8,504	709
5 A	2 / 2	951	1,200,000	0.1835%	0.1944%	2,462	8,525	710	369	31	8,570	714	8,894	741	17,095	1,425
6 A	2 / 2	951	1,300,000	0.1850%	0.1960%	2,483	8,595	716	372	31	8,640	720	8,967	747	17,234	1,436
7 A	2 / 2	951	1,350,000	0.1865%	0.1976%	2,503	8,664	722	375	31	8,710	726	9,040	753	17,374	1,448
8 A	2 / 2	951	1,300,000	0.1879%	0.1991%	2,522	8,729	727	378	32	8,775	731	9,107	759	17,505	1,459
9 A	2 / 2	951	1,400,000	0.1894%	0.2007%	2,542	8,799	733	381	32	8,845	737	9,180	765	17,644	1,470
10 A	2 / 2	951	1,400,000	0.1909%	0.2022%	2,562	8,869	739	384	32	8,915	743	9,253	771	17,784	1,482
11 A	2 / 2	951	1,400,000	0.1923%	0.2037%	2,581	8,934	744	387	32	8,981	748	9,321	777	17,914	1,493
12 A	2 / 2	951	1,425,000	0.1938%	0.2053%	2,601	9,003	750	390	33	9,051	754	9,393	783	18,054	1,505
14 A	2 / 2	951	1,425,000	0.1953%	0.2069%	2,621	9,073	756	393	33	9,121	760	9,466	789	18,194	1,516
15 A	2 / 2	951	1,425,000	0.1967%	0.2084%	2,640	9,138	762	396	33	9,186	766	9,534	795	18,324	1,527
16 A	2 / 2	951	1,500,000	0.1982%	0.2100%	2,660	9,208	767	399	33	9,256	771	9,607	801	18,464	1,539
17 A (T)	3 / 3.5	1,862 (1,644)	4,850,000	0.4544%	0.4814%	6,098	21,110	1,759	915	76	21,221	1,768	22,025	1,835	42,331	3,528
18 A	3 / 3.5	1,862	3,150,000	0.3660%	0.3877%	4,912	17,003	1,417	737	61	17,093	1,424	17,740	1,478	34,096	2,841
19 A	3 / 3.5	1,862	3,275,000	0.3785%	0.4010%	5,079	17,584	1,465	762	63	17,676	1,473	18,346	1,529	35,261	2,938
20 A	3 / 3.5	1,850	3,150,000	0.3532%	0.3742%	4,740	16,409	1,367	711	59	16,495	1,375	17,120	1,427	32,904	2,742
21 A	3 / 3.5	1,850	3,200,000	0.3550%	0.3761%	4,764	16,492	1,374	714	60	16,579	1,382	17,207	1,434	33,071	2,756
22 A	3 / 3.5	1,850	3,200,000	0.3569%	0.3781%	4,789	16,581	1,382	718	60	16,668	1,389	17,299	1,442	33,248	2,771
23 A	3 / 3.5	1,850	3,200,000	0.3587%	0.3800%	4,814	16,664	1,389	722	60	16,752	1,396	17,386	1,449	33,416	2,785
24 A	3 / 3.5	1,850	3,225,000	0.3606%	0.3820%	4,839	16,752	1,396	726	60	16,841	1,403	17,478	1,457	33,593	2,799
25 A	3 / 3.5	1,850	3,225,000	0.3624%	0.3839%	4,863	16,836	1,403	729	61	16,925	1,410	17,565	1,464	33,761	2,813
26 A	3 / 3.5	1,850	3,225,000	0.3643%	0.3859%	4,889	16,924	1,410	733	61	17,013	1,418	17,658	1,471	33,938	2,828
27 A	3 / 3.5	1,850	3,250,000	0.3662%	0.3880%	4,914	17,013	1,418	737	61	17,102	1,425	17,750	1,479	34,115	2,843
28 A	3 / 3.5	1,850	3,250,000	0.3680%	0.3899%	4,938	17,096	1,425	741	62	17,186	1,432	17,837	1,486	34,282	2,857
29 A	3 / 3.5	1,850	3,250,000	0.3699%	0.3919%	4,964	17,185	1,432	744	62	17,275	1,440	17,929	1,494	34,459	2,872
30 A	3 / 3.5	1,850	3,300,000	0.3717%	0.3938%	4,988	17,268	1,439	748	62	17,359	1,447	18,016	1,501	34,627	2,886
31 A	3 / 3.5	1,850	3,300,000	0.3736%	0.3958%	5,014	17,356	1,446	752	63	17,448	1,454	18,108	1,509	34,804	2,900
32 A	3 / 3.5	1,850	3,300,000	0.3754%	0.3977%	5,038	17,440	1,453	756	63	17,532	1,461	18,196	1,516	34,972	2,914
33 A	3 / 3.5	1,850	3,350,000	0.3773%	0.3997%	5,063	17,528	1,461	759	63	17,620	1,468	18,288	1,524	35,149	2,929
34 A	3 / 3.5	1,850	3,350,000	0.3792%	0.4017%	5,089	17,617	1,468	763	64	17,709	1,476	18,380	1,532	35,326	2,944
35 A	3 / 3.5	1,850	3,350,000	0.3810%	0.4036%	5,113	17,700	1,475	767	64	17,793	1,483	18,467	1,539	35,493	2,958
36 A	3 / 3.5	1,850	3,400,000	0.3829%	0.4057%	5,138	17,788	1,482	771	64	17,882	1,490	18,559	1,547	35,670	2,973
37 A	3 / 3.5	1,850	3,400,000	0.3847%	0.4076%	5,163	17,872	1,489	774	65	17,966	1,497	18,646	1,554	35,838	2,987
38 A	3 / 3.5	1,850	3,475,000	0.3866%	0.4096%	5,188	17,960	1,497	778	65	18,055	1,505	18,738	1,562	36,015	3,001
PH1 A	5+ / 4.5	3,056	6,525,000	0.5905%	0.6256%	7,924	27,433	2,286	1,188	99	27,577	2,298	28,621	2,385	55,010	4,584
PH2 A	5+ / 4.5	3,056	6,625,000	0.6008%	0.6365%	8,062	27,912	2,326	1,209	101	28,058	2,338	29,121	2,427	55,970	4,664
PH3 A	5+ / 4.5	3,056	6,800,000	0.6110%	0.6473%	8,199	28,385	2,365	1,230	102	28,535	2,378	29,615	2,468	56,920	4,743
PH4 A	5+ / 4.5	3,056	6,900,000	0.6212%	0.6581%	8,336	28,859	2,405	1,250	104	29,011	2,418	30,109	2,509	57,870	4,823
PH5 A	5+ / 4.5	3,056	7,000,000	0.6314%	0.6689%	8,473	29,333	2,444	1,271	106	29,487	2,457	30,604	2,550	58,820	4,902
1 B	3+ / 3	1,763	2,700,000	0.3525%	0.3734%	4,730	16,376	1,365	709	59	16,462	1,372	17,086	1,424	32,838	2,737
3 B	1+ / 2	1,159	1,400,000	0.2278%	0.2413%	3,057	10,583	882	458	38	10,639	887	11,041	920	21,222	1,768
4 B	1+ / 2	1,159	1,400,000	0.2356%	0.2496%	3,162	10,945	912	474	40	11,003	917	11,420	952	21,948	1,829
5 B (T)	3 c / 4	2,176 (266)	3,800,000	0.4483%	0.4749%	6,016	20,827	1,736	902	75	20,936	1,745	21,729	1,811	41,763	3,480
6 B	3 c / 4	2,176	3,450,000	0.4172%	0.4420%	5,599	19,382	1,615	840	70	19,484	1,624	20,222	1,685	38,866	3,239
7 B	3 c / 4	2,176	3,590,000	0.4212%	0.4462%	5,652	19,568	1,631	848	71	19,671	1,639	20,416	1,701	39,238	3,270
8 B	3 c / 4	2,176	3,500,000	0.4251%	0.4504%	5,705	19,749	1,646	856	71	19,853	1,654	20,605	1,717	39,602	3,300
9 B	3 c / 4	2,176	3,500,000	0.4291%	0.4546%	5,758	19,935	1,661	864	72	20,040	1,670	20,798	1,733	39,974	3,331
10 B	3 c / 4	2,176	3,500,000	0.4331%	0.4588%	5,812	20,121	1,677	872	73	20,226	1,686	20,992	1,749	40,347	3,362
11 B	3 c / 4	2,176	3,550,000	0.4370%	0.4630%	5,864	20,302	1,692	880	73	20,408	1,701	21,181	1,765	40,710	3,393
12 B	3 c / 4	2,176	3,550,000	0.4410%	0.4672%	5,918	20,488	1,707	888	74	20,595	1,716	21,375	1,781	41,083	3,424

(T) = Terrace/Balcony
c = Convertible
+ = Dining Areas or Alcoves

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE (2)	COMMON INTEREST (3a)	RESIDENTIAL ALLOCATION % (3b)	SUPER'S UNIT ALLOCATION	EST. ANNUAL COMMON CHARGES (4)	EST. MONTHLY COMMON CHARGES (4)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (5)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (5)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS
14 B	3 c / 4	2,176	3,550,000	0.4450%	0.4714%	5,972	20,673	1,723	896	75	20,782	1,732	21,569	1,797	41,456	3,455
15 B	3 c / 4	2,176	3,600,000	0.4490%	0.4757%	6,025	20,859	1,738	904	75	20,969	1,747	21,763	1,814	41,828	3,486
16 B	3 c / 4	2,176	3,745,000	0.4529%	0.4798%	6,078	21,040	1,753	912	76	21,151	1,763	21,952	1,829	42,192	3,516
17 B	2 c / 3	1,464	2,150,000	0.2878%	0.3049%	3,862	13,370	1,114	579	48	13,441	1,120	13,950	1,162	26,811	2,234
18 B	2 c / 3	1,464	2,150,000	0.2976%	0.3153%	3,994	13,826	1,152	599	50	13,898	1,158	14,425	1,202	27,724	2,310
19 B	2 c / 2	1,367	2,080,000	0.2733%	0.2895%	3,668	12,697	1,058	550	46	12,763	1,064	13,247	1,104	25,460	2,122
20 B (T)	2+ / 3	1,712 (1,164)	4,000,000	0.4005%	0.4243%	5,375	18,606	1,551	806	67	18,704	1,559	19,412	1,618	37,310	3,109
21 B	3+ / 3	1,712	2,800,000	0.3269%	0.3463%	4,387	15,187	1,266	658	55	15,267	1,272	15,845	1,320	30,454	2,538
22 B	3+ / 3	1,712	2,800,000	0.3287%	0.3482%	4,411	15,271	1,273	662	55	15,351	1,279	15,932	1,328	30,621	2,552
23 B	3+ / 3	1,712	2,800,000	0.3305%	0.3501%	4,435	15,354	1,280	665	55	15,435	1,286	16,019	1,335	30,789	2,566
24 B	3+ / 3	1,712	2,850,000	0.3323%	0.3520%	4,459	15,438	1,286	669	56	15,519	1,293	16,107	1,342	30,957	2,580
25 B	3+ / 3	1,712	2,850,000	0.3341%	0.3540%	4,483	15,521	1,293	672	56	15,603	1,300	16,194	1,349	31,124	2,594
26 B	3+ / 3	1,712	2,850,000	0.3360%	0.3560%	4,509	15,610	1,301	676	56	15,692	1,308	16,286	1,357	31,301	2,608
27 B	3+ / 3	1,712	2,900,000	0.3378%	0.3579%	4,533	15,693	1,308	680	57	15,776	1,315	16,373	1,364	31,469	2,622
28 B	3+ / 3	1,712	2,900,000	0.3396%	0.3598%	4,557	15,777	1,315	683	57	15,860	1,322	16,460	1,372	31,637	2,636
29 B	3+ / 3	1,712	2,900,000	0.3414%	0.3617%	4,581	15,861	1,322	687	57	15,944	1,329	16,548	1,379	31,804	2,650
30 B	3+ / 3	1,712	2,950,000	0.3432%	0.3636%	4,606	15,944	1,329	691	58	16,028	1,336	16,635	1,386	31,972	2,664
31 B	3+ / 3	1,712	2,950,000	0.3450%	0.3655%	4,630	16,028	1,336	694	58	16,112	1,343	16,722	1,394	32,140	2,678
32 B	3+ / 3	1,712	2,950,000	0.3468%	0.3674%	4,654	16,111	1,343	698	58	16,196	1,350	16,809	1,401	32,307	2,692
33 B	3+ / 3	1,712	3,000,000	0.3486%	0.3693%	4,678	16,195	1,350	702	58	16,280	1,357	16,897	1,408	32,475	2,706
34 B	3+ / 3	1,712	3,000,000	0.3504%	0.3712%	4,702	16,279	1,357	705	59	16,364	1,364	16,984	1,415	32,643	2,720
35 B	3+ / 3	1,712	3,000,000	0.3522%	0.3731%	4,726	16,362	1,364	709	59	16,448	1,371	17,071	1,423	32,810	2,734
36 B	3+ / 3	1,712	3,050,000	0.3540%	0.3750%	4,751	16,446	1,370	712	59	16,532	1,378	17,158	1,430	32,978	2,748
37 B	3+ / 3	1,712	3,050,000	0.3559%	0.3770%	4,776	16,534	1,378	716	60	16,621	1,385	17,250	1,438	33,155	2,763
38 B	3+ / 3	1,712	3,125,000	0.3577%	0.3790%	4,800	16,618	1,385	720	60	16,705	1,392	17,338	1,445	33,323	2,777
PH1 B	5+ / 4.5	3,072	6,650,000	0.5936%	0.6289%	7,966	27,577	2,298	1,195	100	27,722	2,310	28,772	2,398	55,299	4,608
PH2 B	5+ / 4.5	3,072	6,750,000	0.6039%	0.6398%	8,104	28,056	2,338	1,215	101	28,203	2,350	29,271	2,439	56,258	4,688
PH3 B	5+ / 4.5	3,072	6,900,000	0.6142%	0.6507%	8,242	28,534	2,378	1,236	103	28,684	2,390	29,770	2,481	57,218	4,768
PH4 B	5+ / 4.5	3,072	7,000,000	0.6245%	0.6616%	8,381	29,013	2,418	1,257	105	29,165	2,430	30,269	2,522	58,178	4,848
PH5 B	5+ / 4.5	3,072	7,100,000	0.6347%	0.6724%	8,517	29,486	2,457	1,277	106	29,641	2,470	30,764	2,564	59,128	4,927
1 C	3+ / 3	2,047	3,100,000	0.4093%	0.4336%	5,493	19,015	1,585	824	69	19,115	1,593	19,839	1,653	38,130	3,177
3 C	2+ / 3	1,746	2,650,000	0.3432%	0.3636%	4,606	15,944	1,329	691	58	16,028	1,336	16,635	1,386	31,972	2,664
4 C	2+ / 3	1,746	2,650,000	0.3549%	0.3760%	4,763	16,488	1,374	714	60	16,574	1,381	17,202	1,433	33,062	2,755
5 C	2+ / 3	1,770	2,900,000	0.3391%	0.3593%	4,551	15,754	1,313	682	57	15,836	1,320	16,436	1,370	31,590	2,633
6 C	2+ / 3	1,770	2,900,000	0.3420%	0.3623%	4,589	15,888	1,324	688	57	15,972	1,331	16,577	1,381	31,860	2,655
7 C	2+ / 3	1,770	3,015,000	0.3450%	0.3655%	4,630	16,028	1,336	694	58	16,112	1,343	16,722	1,394	32,140	2,678
8 C	2+ / 3	1,770	2,950,000	0.3480%	0.3687%	4,670	16,167	1,347	700	58	16,252	1,354	16,868	1,406	32,419	2,702
9 C	2+ / 3	1,770	2,950,000	0.3509%	0.3718%	4,709	16,302	1,358	706	59	16,388	1,366	17,008	1,417	32,689	2,724
10 C	2+ / 3	1,770	2,950,000	0.3539%	0.3749%	4,749	16,441	1,370	712	59	16,528	1,377	17,153	1,429	32,969	2,747
11 C	2+ / 3	1,770	2,970,000	0.3568%	0.3780%	4,788	16,576	1,381	718	60	16,663	1,389	17,294	1,441	33,239	2,770
12 C	2+ / 3	1,770	2,970,000	0.3598%	0.3812%	4,828	16,715	1,393	724	60	16,803	1,400	17,439	1,453	33,518	2,793
14 C	2+ / 3	1,770	2,970,000	0.3628%	0.3844%	4,869	16,855	1,405	730	61	16,943	1,412	17,585	1,465	33,798	2,816
15 C	2+ / 3	1,770	2,990,000	0.3657%	0.3874%	4,908	16,989	1,416	736	61	17,079	1,423	17,725	1,477	34,068	2,839
16 C	2+ / 3	1,770	3,110,000	0.3687%	0.3906%	4,948	17,129	1,427	742	62	17,219	1,435	17,871	1,489	34,348	2,862
17 C (T)	2+ / 3	1,437 (503)	2,900,000	0.3124%	0.3310%	4,192	14,513	1,209	629	52	14,590	1,216	15,142	1,262	29,103	2,425
18 C	2+ / 3	1,437	2,500,000	0.2873%	0.3044%	3,855	13,347	1,112	578	48	13,417	1,118	13,925	1,160	26,764	2,230
19 C	2+ / 3	1,450	2,600,000	0.2899%	0.3071%	3,890	13,468	1,122	583	49	13,539	1,128	14,051	1,171	27,007	2,251
20 C (T)	3+ / 3	1,740 (1,178)	4,000,000	0.4068%	0.4310%	5,459	18,899	1,575	819	68	18,998	1,583	19,718	1,643	37,897	3,158
21 C	3+ / 3	1,740	2,900,000	0.3323%	0.3520%	4,459	15,438	1,286	669	56	15,519	1,293	16,107	1,342	30,957	2,580
22 C	3+ / 3	1,740	2,900,000	0.3341%	0.3540%	4,483	15,521	1,293	672	56	15,603	1,300	16,194	1,349	31,124	2,594
23 C	3+ / 3	1,740	2,900,000	0.3359%	0.3559%	4,508	15,605	1,300	676	56	15,687	1,307	16,281	1,357	31,292	2,608
24 C	3+ / 3	1,740	2,950,000	0.3378%	0.3579%	4,533	15,693	1,308	680	57	15,776	1,315	16,373	1,364	31,469	2,622

SCHEDULE A

Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE (2)	COMMON INTEREST (3a)	RESIDENTIAL ALLOCATION % (3b)	SUPER'S UNIT ALLOCATION	EST. ANNUAL COMMON CHARGES (4)	EST. MONTHLY COMMON CHARGES (4)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (5)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (5)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS
25 C	3+ / 3	1,740	2,950,000	0.3396%	0.3598%	4,557	15,777	1,315	683	57	15,860	1,322	16,460	1,372	31,637	2,636
26 C	3+ / 3	1,740	2,950,000	0.3414%	0.3617%	4,581	15,861	1,322	687	57	15,944	1,329	16,548	1,379	31,804	2,650
27 C	3+ / 3	1,740	3,000,000	0.3433%	0.3637%	4,607	15,949	1,329	691	58	16,033	1,336	16,640	1,387	31,981	2,665
28 C	3+ / 3	1,740	3,000,000	0.3451%	0.3656%	4,631	16,032	1,336	695	58	16,117	1,343	16,727	1,394	32,149	2,679
29 C	3+ / 3	1,740	3,000,000	0.3470%	0.3676%	4,657	16,121	1,343	698	58	16,205	1,350	16,819	1,402	32,326	2,694
30 C	3+ / 3	1,740	3,050,000	0.3488%	0.3695%	4,681	16,204	1,350	702	58	16,289	1,357	16,906	1,409	32,494	2,708
31 C	3+ / 3	1,740	3,050,000	0.3506%	0.3714%	4,705	16,288	1,357	706	59	16,373	1,364	16,994	1,416	32,661	2,722
32 C	3+ / 3	1,740	3,050,000	0.3525%	0.3734%	4,730	16,376	1,365	709	59	16,462	1,372	17,086	1,424	32,838	2,737
33 C	3+ / 3	1,740	3,100,000	0.3543%	0.3754%	4,755	16,460	1,372	713	59	16,546	1,379	17,173	1,431	33,006	2,751
34 C	3+ / 3	1,740	3,100,000	0.3562%	0.3774%	4,780	16,548	1,379	717	60	16,635	1,386	17,265	1,439	33,183	2,765
35 C	3+ / 3	1,740	3,100,000	0.3580%	0.3793%	4,804	16,632	1,386	721	60	16,719	1,393	17,352	1,446	33,351	2,779
36 C	3+ / 3	1,740	3,150,000	0.3598%	0.3812%	4,828	16,715	1,393	724	60	16,803	1,400	17,439	1,453	33,518	2,793
37 C	3+ / 3	1,740	3,150,000	0.3617%	0.3832%	4,854	16,804	1,400	728	61	16,892	1,408	17,532	1,461	33,695	2,808
38 C	3+ / 3	1,740	3,225,000	0.3635%	0.3851%	4,878	16,887	1,407	732	61	16,976	1,415	17,619	1,468	33,863	2,822
1 D	3+ / 3	2,050	3,100,000	0.4099%	0.4343%	5,501	19,043	1,587	825	69	19,143	1,595	19,868	1,656	38,186	3,182
3 D	2 / 2	1,142	1,500,000	0.2245%	0.2378%	3,013	10,430	869	452	38	10,484	874	10,881	907	20,914	1,743
4 D	2 / 2	1,142	1,550,000	0.2321%	0.2459%	3,115	10,783	899	467	39	10,839	903	11,250	937	21,622	1,802
5 D (T)	1 / 1	754 (212)	1,200,000	0.1613%	0.1709%	2,165	7,494	624	325	27	7,533	628	7,818	652	15,026	1,252
6 D	1 / 1	754	900,000	0.1482%	0.1570%	1,989	6,885	574	298	25	6,921	577	7,183	599	13,806	1,151
7 D	1 / 1	754	935,000	0.1533%	0.1624%	2,057	7,122	593	309	26	7,159	597	7,430	619	14,281	1,190
8 D	1 / 1	717	850,000	0.1378%	0.1460%	1,849	6,402	533	277	23	6,435	536	6,679	557	12,837	1,070
9 D	1 / 1	717	850,000	0.1394%	0.1477%	1,871	6,476	540	281	23	6,510	543	6,757	563	12,986	1,082
10 D	1 / 1	717	850,000	0.1410%	0.1494%	1,892	6,550	546	284	24	6,585	549	6,834	570	13,135	1,095
11 D	1 / 1	717	875,000	0.1426%	0.1511%	1,914	6,625	552	287	24	6,660	555	6,912	576	13,284	1,107
12 D	1 / 1	717	875,000	0.1442%	0.1528%	1,935	6,699	558	290	24	6,734	561	6,989	582	13,433	1,119
14 D	1 / 1	717	900,000	0.1458%	0.1545%	1,957	6,773	564	293	24	6,809	567	7,067	589	13,583	1,132
15 D	1 / 1	717	900,000	0.1473%	0.1561%	1,977	6,843	570	296	25	6,879	573	7,140	595	13,722	1,144
16 D	1 / 1	717	935,000	0.1489%	0.1577%	1,998	6,917	576	300	25	6,954	579	7,217	601	13,871	1,156
17 D (T)	3 / 3.5	1,863 (2,587)	4,850,000	0.5018%	0.5316%	6,734	23,312	1,943	1,010	84	23,435	1,953	24,322	2,027	46,747	3,896
18 D	3 / 3.5	1,863	3,175,000	0.3662%	0.3880%	4,914	17,013	1,418	737	61	17,102	1,425	17,750	1,479	34,115	2,843
19 D	3 / 3.5	1,863	3,300,000	0.3787%	0.4012%	5,082	17,593	1,466	762	64	17,686	1,474	18,356	1,530	35,279	2,940
20 D	3 / 3.5	1,845	3,175,000	0.3522%	0.3731%	4,726	16,362	1,364	709	59	16,448	1,371	17,071	1,423	32,810	2,734
21 D	3 / 3.5	1,845	3,200,000	0.3541%	0.3751%	4,752	16,451	1,371	713	59	16,537	1,378	17,163	1,430	32,987	2,749
22 D	3 / 3.5	1,845	3,200,000	0.3559%	0.3770%	4,776	16,534	1,378	716	60	16,621	1,385	17,250	1,438	33,155	2,763
23 D	3 / 3.5	1,845	3,200,000	0.3578%	0.3791%	4,802	16,622	1,385	720	60	16,710	1,392	17,343	1,445	33,332	2,778
24 D	3 / 3.5	1,845	3,225,000	0.3596%	0.3810%	4,826	16,706	1,392	724	60	16,794	1,399	17,430	1,452	33,500	2,792
25 D	3 / 3.5	1,845	3,225,000	0.3615%	0.3830%	4,851	16,794	1,400	728	61	16,883	1,407	17,522	1,460	33,677	2,806
26 D	3 / 3.5	1,845	3,225,000	0.3633%	0.3849%	4,875	16,878	1,406	731	61	16,967	1,414	17,609	1,467	33,845	2,820
27 D	3 / 3.5	1,845	3,250,000	0.3652%	0.3869%	4,901	16,966	1,414	735	61	17,055	1,421	17,701	1,475	34,022	2,835
28 D	3 / 3.5	1,845	3,250,000	0.3670%	0.3888%	4,925	17,050	1,421	739	62	17,139	1,428	17,788	1,482	34,189	2,849
29 D	3 / 3.5	1,845	3,250,000	0.3689%	0.3908%	4,950	17,138	1,428	742	62	17,228	1,436	17,881	1,490	34,366	2,864
30 D	3 / 3.5	1,845	3,300,000	0.3707%	0.3927%	4,975	17,222	1,435	746	62	17,312	1,443	17,968	1,497	34,534	2,878
31 D	3 / 3.5	1,845	3,300,000	0.3726%	0.3947%	5,000	17,310	1,442	750	62	17,401	1,450	18,060	1,505	34,711	2,893
32 D	3 / 3.5	1,845	3,300,000	0.3744%	0.3966%	5,024	17,394	1,449	754	63	17,485	1,457	18,147	1,512	34,879	2,907
33 D	3 / 3.5	1,845	3,350,000	0.3763%	0.3987%	5,050	17,482	1,457	757	63	17,574	1,464	18,239	1,520	35,056	2,921
34 D	3 / 3.5	1,845	3,350,000	0.3781%	0.4006%	5,074	17,565	1,464	761	63	17,658	1,471	18,326	1,527	35,223	2,935
35 D	3 / 3.5	1,845	3,350,000	0.3800%	0.4026%	5,099	17,654	1,471	765	64	17,747	1,479	18,419	1,535	35,400	2,950
36 D	3 / 3.5	1,845	3,400,000	0.3818%	0.4045%	5,124	17,737	1,478	768	64	17,831	1,486	18,506	1,542	35,568	2,964
37 D	3 / 3.5	1,845	3,400,000	0.3837%	0.4065%	5,149	17,826	1,485	772	64	17,919	1,493	18,598	1,550	35,745	2,979
38 D	3 / 3.5	1,845	3,475,000	0.3855%	0.4084%	5,173	17,909	1,492	776	65	18,003	1,500	18,685	1,557	35,913	2,993
1 E	3+ / 3	1,757	2,700,000	0.3513%	0.3722%	4,714	16,320	1,360	707	59	16,406	1,367	17,027	1,419	32,727	2,727
3 E	3 / 3.5	1,728	2,400,000	0.3397%	0.3599%	4,559	15,782	1,315	684	57	15,864	1,322	16,465	1,372	31,646	2,637

(T) = Terrace/Balcony
c = Convertible
+ = Dining Areas or Alcoves

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE (2)	COMMON INTEREST (3a)	RESIDENTIAL ALLOCATION % (3b)	SUPER'S UNIT ALLOCATION	EST. ANNUAL COMMON CHARGES (4)	EST. MONTHLY COMMON CHARGES (4)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (5)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (5)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS
4 E	3 / 3.5	1,728	2,400,000	0.3513%	0.3722%	4,714	16,320	1,360	707	59	16,406	1,367	17,027	1,419	32,727	2,727
5 E	3 / 3.5	1,885	2,800,000	0.3674%	0.3892%	4,930	17,068	1,422	739	62	17,158	1,430	17,808	1,484	34,226	2,852
6 E	3 / 3.5	1,885	2,800,000	0.3769%	0.3993%	5,058	17,510	1,459	759	63	17,602	1,467	18,268	1,522	35,111	2,926
7 E	3 / 3.5	1,885	2,910,000	0.3863%	0.4093%	5,184	17,946	1,496	777	65	18,041	1,503	18,724	1,560	35,987	2,999
8 E (T)	2+ / 2	1,492 (2,457)	3,500,000	0.4211%	0.4461%	5,651	19,563	1,630	848	71	19,666	1,639	20,411	1,701	39,229	3,269
9 E	2+ / 2	1,492	2,200,000	0.2871%	0.3042%	3,853	13,338	1,111	578	48	13,408	1,117	13,916	1,160	26,746	2,229
10 E	2+ / 2	1,492	2,200,000	0.2908%	0.3081%	3,902	13,510	1,126	585	49	13,581	1,132	14,095	1,175	27,091	2,258
11 E	2+ / 2	1,492	2,220,000	0.2946%	0.3121%	3,953	13,686	1,141	593	49	13,758	1,147	14,279	1,190	27,445	2,287
12 E	2+ / 2	1,492	2,220,000	0.2983%	0.3160%	4,003	13,858	1,155	600	50	13,931	1,161	14,459	1,205	27,789	2,316
14 E	2+ / 2	1,492	2,240,000	0.3020%	0.3199%	4,053	14,030	1,169	608	51	14,104	1,175	14,638	1,220	28,134	2,344
15 E	2+ / 2	1,492	2,240,000	0.3058%	0.3240%	4,104	14,207	1,184	615	51	14,281	1,190	14,822	1,235	28,488	2,374
16 E	2+ / 2	1,492	2,330,000	0.3095%	0.3279%	4,153	14,379	1,198	623	52	14,454	1,205	15,001	1,250	28,833	2,403
17 E (T)	2+ / 3	1,469 (495)	2,800,000	0.3184%	0.3373%	4,273	14,792	1,233	641	53	14,870	1,239	15,433	1,286	29,662	2,472
18 E	2+ / 3	1,469	2,500,000	0.2937%	0.3112%	3,941	13,644	1,137	591	49	13,716	1,143	14,236	1,186	27,361	2,280
19 E	2+ / 3	1,482	2,600,000	0.2963%	0.3139%	3,976	13,765	1,147	596	50	13,838	1,153	14,362	1,197	27,603	2,300
1 F	4 / 4	2,473	3,900,000	0.4944%	0.5238%	6,635	22,968	1,914	995	83	23,089	1,924	23,964	1,997	46,058	3,838
3 F	0 / 1	466	615,000	0.0900%	0.0953%	1,208	4,181	348	181	15	4,203	350	4,362	364	8,384	699
4 F	0 / 1	466	615,000	0.0916%	0.0970%	1,229	4,255	355	184	15	4,278	356	4,440	370	8,533	711
5 F	0 / 1	466	675,000	0.0932%	0.0987%	1,251	4,330	361	188	16	4,353	363	4,517	376	8,682	724
6 F	0 / 1	466	675,000	0.0947%	0.1003%	1,271	4,400	367	191	16	4,423	369	4,590	383	8,822	735
7 F	0 / 1	466	700,000	0.0963%	0.1020%	1,292	4,474	373	194	16	4,497	375	4,668	389	8,971	748
17 F	2+ / 3	1,472	2,200,000	0.2894%	0.3066%	3,884	13,445	1,120	582	49	13,515	1,126	14,027	1,169	26,960	2,247
18 F	2+ / 3	1,472	2,200,000	0.2992%	0.3170%	4,015	13,900	1,158	602	50	13,973	1,164	14,502	1,209	27,873	2,323
19 F	2+ / 2	1,378	2,080,000	0.2755%	0.2919%	3,697	12,799	1,067	554	46	12,866	1,072	13,353	1,113	25,665	2,139
3 G	2+ / 2	1,294	1,700,000	0.2501%	0.2650%	3,356	11,619	968	503	42	11,680	973	12,122	1,010	23,299	1,942
4 G	2+ / 2	1,294	1,750,000	0.2544%	0.2695%	3,414	11,819	985	512	43	11,881	990	12,331	1,028	23,700	1,975
5 G	2+ / 2	1,294	1,900,000	0.2587%	0.2741%	3,472	12,018	1,002	521	43	12,082	1,007	12,539	1,045	24,100	2,008
6 G	2+ / 2	1,294	1,900,000	0.2630%	0.2786%	3,529	12,218	1,018	529	44	12,282	1,024	12,748	1,062	24,501	2,042
7 G	2+ / 2	1,294	1,975,000	0.2674%	0.2833%	3,588	12,423	1,035	538	45	12,488	1,041	12,961	1,080	24,911	2,076
3 H	1 / 1	798	925,000	0.1542%	0.1634%	2,069	7,164	597	310	26	7,201	600	7,474	623	14,365	1,197
4 H	1 / 1	798	925,000	0.1569%	0.1662%	2,106	7,289	607	316	26	7,327	611	7,605	634	14,617	1,218
5 H	1 / 1	798	975,000	0.1595%	0.1690%	2,140	7,410	617	321	27	7,449	621	7,731	644	14,859	1,238
6 H	1 / 1	798	975,000	0.1622%	0.1718%	2,177	7,535	628	326	27	7,575	631	7,862	655	15,110	1,259
7 H	1 / 1	798	1,015,000	0.1649%	0.1747%	2,213	7,661	638	332	28	7,701	642	7,993	666	15,362	1,280
3 J (T)	4+ / 3.5	2,489 (340)	4,200,000	0.5146%	0.5452%	6,906	23,907	1,992	1,036	86	24,033	2,003	24,943	2,079	47,939	3,995
4 J	4+ / 3.5	2,489	4,000,000	0.4826%	0.5113%	6,476	22,420	1,868	971	81	22,538	1,878	23,392	1,949	44,958	3,747
5 J	4+ / 3.5	2,489	4,100,000	0.4926%	0.5219%	6,610	22,885	1,907	991	83	23,005	1,917	23,876	1,990	45,890	3,824
6 J	4+ / 3.5	2,489	4,100,000	0.5026%	0.5325%	6,745	23,349	1,946	1,012	84	23,472	1,956	24,361	2,030	46,822	3,902
7 J	4+ / 3.5	2,489	4,265,000	0.5126%	0.5431%	6,879	23,814	1,984	1,032	86	23,939	1,995	24,846	2,070	47,753	3,979
3 K (T)	1 / 1	745 (264)	1,000,000	0.1621%	0.1717%	2,175	7,531	628	326	27	7,570	631	7,857	655	15,101	1,258
4 K	1 / 1	745	875,000	0.1426%	0.1511%	1,914	6,625	552	287	24	6,660	555	6,912	576	13,284	1,107
5 K	1 / 1	745	875,000	0.1438%	0.1523%	1,930	6,681	557	289	24	6,716	560	6,970	581	13,396	1,116
6 K	1 / 1	745	975,000	0.1449%	0.1535%	1,944	6,732	561	292	24	6,767	564	7,023	585	13,499	1,125
7 K	1 / 1	745	1,015,000	0.1461%	0.1548%	1,961	6,787	566	294	25	6,823	569	7,081	590	13,610	1,134
8 K	1 / 1	745	975,000	0.1472%	0.1559%	1,975	6,839	570	296	25	6,874	573	7,135	595	13,713	1,143
9 K	1 / 1	745	1,025,000	0.1484%	0.1572%	1,991	6,894	575	299	25	6,930	578	7,193	599	13,825	1,152
10 K	1 / 1	745	1,025,000	0.1495%	0.1584%	2,006	6,945	579	301	25	6,982	582	7,246	604	13,927	1,161
11 K	1 / 1	745	1,025,000	0.1507%	0.1597%	2,022	7,001	583	303	25	7,038	586	7,304	609	14,039	1,170
12 K	1 / 1	745	1,050,000	0.1518%	0.1608%	2,037	7,052	588	306	25	7,089	591	7,358	613	14,141	1,178
14 K	1 / 1	745	1,050,000	0.1530%	0.1621%	2,053	7,108	592	308	26	7,145	595	7,416	618	14,253	1,188
15 K	1 / 1	745	1,050,000	0.1541%	0.1633%	2,068	7,159	597	310	26	7,197	600	7,469	622	14,356	1,196
16 K	1 / 1	745	1,120,000	0.1553%	0.1645%	2,084	7,215	601	313	26	7,253	604	7,527	627	14,468	1,206

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE (2)	COMMON INTEREST (3a)	RESIDENTIAL ALLOCATION % (3b)	SUPER'S UNIT ALLOCATION	EST. ANNUAL COMMON CHARGES (4)	EST. MONTHLY COMMON CHARGES (4)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (5)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (5)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS
3 L	4+ / 4	2,513	4,050,000	0.4940%	0.5234%	6,629	22,950	1,912	994	83	23,070	1,923	23,944	1,995	46,020	3,835
4 L	4+ / 4	2,513	4,050,000	0.5108%	0.5412%	6,855	23,730	1,978	1,028	86	23,855	1,988	24,758	2,063	47,585	3,965
5 L (T)	3+ / 3.5	2,199 (266)	3,950,000	0.4529%	0.4798%	6,078	21,040	1,753	912	76	21,151	1,763	21,952	1,829	42,192	3,516
6 L	3+ / 3.5	2,199	3,500,000	0.4216%	0.4467%	5,658	19,586	1,632	849	71	19,689	1,641	20,435	1,703	39,276	3,273
7 L	3+ / 3.5	2,199	3,640,000	0.4256%	0.4509%	5,711	19,772	1,648	857	71	19,876	1,656	20,629	1,719	39,648	3,304
8 L	3+ / 3.5	2,199	3,600,000	0.4296%	0.4551%	5,765	19,958	1,663	865	72	20,063	1,672	20,823	1,735	40,021	3,335
9 L	3+ / 3.5	2,199	3,600,000	0.4336%	0.4594%	5,819	20,144	1,679	873	73	20,250	1,687	21,017	1,751	40,394	3,366
10 L	3+ / 3.5	2,199	3,650,000	0.4376%	0.4636%	5,872	20,330	1,694	881	73	20,437	1,703	21,210	1,768	40,766	3,397
11 L	3+ / 3.5	2,199	3,650,000	0.4417%	0.4679%	5,927	20,520	1,710	889	74	20,628	1,719	21,409	1,784	41,148	3,429
12 L	3+ / 3.5	2,199	3,650,000	0.4457%	0.4722%	5,981	20,706	1,726	897	75	20,815	1,735	21,603	1,800	41,521	3,460
14 L	3+ / 3.5	2,199	3,700,000	0.4497%	0.4764%	6,035	20,892	1,741	905	75	21,002	1,750	21,797	1,816	41,893	3,491
15 L	3+ / 3.5	2,199	3,700,000	0.4537%	0.4807%	6,088	21,078	1,756	913	76	21,188	1,766	21,991	1,833	42,266	3,522
16 L	3+ / 3.5	2,199	3,850,000	0.4577%	0.4849%	6,142	21,263	1,772	921	77	21,375	1,781	22,185	1,849	42,639	3,553
3 M	1+ / 1	855	1,100,000	0.1681%	0.1781%	2,256	7,809	651	338	28	7,850	654	8,148	679	15,660	1,305
4 M	1+ / 1	855	1,100,000	0.1738%	0.1841%	2,332	8,074	673	350	29	8,117	676	8,424	702	16,191	1,349
5 M (T)	4+ / 4	2,507 (145)	4,700,000	0.5085%	0.5387%	6,824	23,624	1,969	1,023	85	23,748	1,979	24,647	2,054	47,371	3,948
6 M	4+ / 4	2,507	4,500,000	0.4806%	0.5092%	6,449	22,327	1,861	967	81	22,445	1,870	23,295	1,941	44,772	3,731
7 M	4+ / 4	2,507	4,785,000	0.4852%	0.5140%	6,511	22,541	1,878	977	81	22,659	1,888	23,518	1,960	45,201	3,767
8 M	4+ / 4	2,507	4,600,000	0.4898%	0.5189%	6,573	22,755	1,896	986	82	22,874	1,906	23,741	1,978	45,629	3,802
9 M	4+ / 4	2,507	4,600,000	0.4944%	0.5238%	6,635	22,968	1,914	995	83	23,089	1,924	23,964	1,997	46,058	3,838
10 M	4+ / 4	2,507	4,650,000	0.4989%	0.5285%	6,695	23,178	1,931	1,004	84	23,299	1,942	24,182	2,015	46,477	3,873
11 M	4+ / 4	2,507	4,650,000	0.5035%	0.5334%	6,757	23,391	1,949	1,013	84	23,514	1,960	24,405	2,034	46,905	3,909
12 M	4+ / 4	2,507	4,650,000	0.5081%	0.5383%	6,818	23,605	1,967	1,023	85	23,729	1,977	24,628	2,052	47,334	3,944
14 M	4+ / 4	2,507	4,700,000	0.5127%	0.5432%	6,880	23,819	1,985	1,032	86	23,944	1,995	24,851	2,071	47,762	3,980
15 M	4+ / 4	2,507	4,700,000	0.5172%	0.5479%	6,941	24,028	2,002	1,041	87	24,154	2,013	25,069	2,089	48,182	4,015
16 M	4+ / 4	2,507	4,890,000	0.5218%	0.5528%	7,002	24,241	2,020	1,050	88	24,369	2,031	25,292	2,108	48,610	4,051
3 N	1 / 1	812	1,000,000	0.1596%	0.1691%	2,142	7,415	618	321	27	7,454	621	7,736	645	14,868	1,239
4 N	1 / 1	812	1,000,000	0.1651%	0.1749%	2,216	7,670	639	332	28	7,710	643	8,002	667	15,380	1,282
5 N (T)	2+ / 3	1,491 (68)	2,200,000	0.3015%	0.3194%	4,046	14,007	1,167	607	51	14,080	1,173	14,614	1,218	28,087	2,341
6 N	2+ / 3	1,491	2,050,000	0.2931%	0.3105%	3,933	13,617	1,135	590	49	13,688	1,141	14,207	1,184	27,305	2,275
7 N	2+ / 3	1,491	2,130,000	0.3031%	0.3211%	4,067	14,081	1,173	610	51	14,155	1,180	14,691	1,224	28,236	2,353
8 N	2 / 2.5	1,215	1,700,000	0.2334%	0.2473%	3,132	10,843	904	470	39	10,900	908	11,313	943	21,743	1,812
9 N	2 / 2.5	1,215	1,700,000	0.2361%	0.2501%	3,168	10,969	914	475	40	11,026	919	11,444	954	21,995	1,833
10 N	2 / 2.5	1,215	1,750,000	0.2389%	0.2531%	3,206	11,099	925	481	40	11,157	930	11,579	965	22,256	1,855
11 N	2 / 2.5	1,215	1,750,000	0.2416%	0.2560%	3,242	11,224	935	486	41	11,283	940	11,710	976	22,507	1,876
12 N	2 / 2.5	1,215	1,750,000	0.2443%	0.2588%	3,278	11,350	946	492	41	11,409	951	11,841	987	22,759	1,897
14 N	2 / 2.5	1,215	1,800,000	0.2470%	0.2617%	3,315	11,475	956	497	41	11,535	961	11,972	998	23,010	1,918
15 N	2 / 2.5	1,215	1,800,000	0.2497%	0.2645%	3,351	11,600	967	503	42	11,661	972	12,103	1,009	23,262	1,938
16 N	2 / 2.5	1,215	1,870,000	0.2524%	0.2674%	3,387	11,726	977	508	42	11,787	982	12,234	1,019	23,513	1,959
3 P	2+ / 3	1,381	1,850,000	0.2669%	0.2828%	3,582	12,399	1,033	537	45	12,465	1,039	12,937	1,078	24,864	2,072
4 P	2+ / 3	1,381	2,000,000	0.2715%	0.2876%	3,643	12,613	1,051	546	46	12,679	1,057	13,160	1,097	25,293	2,108
5 P	2+ / 3	1,381	2,000,000	0.2761%	0.2925%	3,705	12,827	1,069	556	46	12,894	1,075	13,383	1,115	25,721	2,143
6 P	2+ / 3	1,381	2,000,000	0.2807%	0.2974%	3,767	13,041	1,087	565	47	13,109	1,092	13,605	1,134	26,150	2,179
7 P	2+ / 3	1,381	2,130,000	0.2853%	0.3023%	3,829	13,254	1,105	574	48	13,324	1,110	13,828	1,152	26,578	2,215
8 P (T)	3 / 3	1,850 (2,823)	4,500,000	0.5110%	0.5414%	6,857	23,740	1,978	1,028	86	23,864	1,989	24,768	2,064	47,604	3,967
9 P	3 / 3	1,850	2,900,000	0.3559%	0.3770%	4,776	16,534	1,378	716	60	16,621	1,385	17,250	1,438	33,155	2,763
10 P	3 / 3	1,850	2,900,000	0.3606%	0.3820%	4,839	16,752	1,396	726	60	16,841	1,403	17,478	1,457	33,593	2,799
11 P	3 / 3	1,850	2,950,000	0.3652%	0.3869%	4,901	16,966	1,414	735	61	17,055	1,421	17,701	1,475	34,022	2,835
12 P	3 / 3	1,850	2,950,000	0.3699%	0.3919%	4,964	17,185	1,432	744	62	17,275	1,440	17,929	1,494	34,459	2,872
14 P	3 / 3	1,850	3,000,000	0.3745%	0.3968%	5,026	17,398	1,450	754	63	17,490	1,457	18,152	1,513	34,888	2,907
15 P	3 / 3	1,850	3,000,000	0.3792%	0.4017%	5,089	17,617	1,468	763	64	17,709	1,476	18,380	1,532	35,326	2,944
16 P	3 / 3	1,850	3,120,000	0.3838%	0.4066%	5,150	17,830	1,486	772	64	17,924	1,494	18,603	1,550	35,754	2,980

(T) = Terrace/Balcony
c = Convertible
+ = Dining Areas or Alcoves

SCHEDULE A

Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE (2)	COMMON INTEREST (3a)	RESIDENTIAL ALLOCATION % (3b)	SUPER'S UNIT ALLOCATION	EST. ANNUAL COMMON CHARGES (4)	EST. MONTHLY COMMON CHARGES (4)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (5)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (5)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (5)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS
3 R	1+ / 2	931	1,075,000	0.1799%	0.1906%	2,414	8,358	696	362	30	8,402	700	8,720	727	16,759	1,397
4 R	1+ / 2	931	1,075,000	0.1830%	0.1939%	2,456	8,502	708	368	31	8,546	712	8,870	739	17,048	1,421
5 R	1+ / 2	931	1,150,000	0.1861%	0.1972%	2,497	8,646	720	375	31	8,691	724	9,020	752	17,337	1,445
6 R	1+ / 2	931	1,150,000	0.1893%	0.2005%	2,540	8,794	733	381	32	8,841	737	9,175	765	17,635	1,470
7 R	1+ / 2	931	1,195,000	0.1924%	0.2038%	2,582	8,938	745	387	32	8,985	749	9,326	777	17,924	1,494
1 S	2 / 2	1,219	1,200,000	0.2437%	0.2582%	3,270	11,322	943	490	41	11,381	948	11,812	984	22,703	1,892
3 S	2+ / 2.5	1,372	1,900,000	0.2651%	0.2809%	3,558	12,316	1,026	534	44	12,381	1,032	12,849	1,071	24,696	2,058
4 S	2+ / 2.5	1,372	1,900,000	0.2697%	0.2857%	3,619	12,530	1,044	543	45	12,595	1,050	13,072	1,089	25,125	2,094
5 S	2+ / 2.5	1,372	2,050,000	0.2743%	0.2906%	3,681	12,743	1,062	552	46	12,810	1,068	13,295	1,108	25,553	2,129
6 S	2+ / 2.5	1,372	2,050,000	0.2789%	0.2955%	3,743	12,957	1,080	561	47	13,025	1,085	13,518	1,127	25,982	2,165
7 S	2+ / 2.5	1,372	2,130,000	0.2835%	0.3003%	3,804	13,171	1,098	571	48	13,240	1,103	13,741	1,145	26,410	2,201
3 T	1 / 1	775	925,000	0.1498%	0.1587%	2,010	6,959	580	301	25	6,996	583	7,261	605	13,955	1,163
4 T	1 / 1	775	925,000	0.1524%	0.1615%	2,045	7,080	590	307	26	7,117	593	7,387	616	14,197	1,183
5 T	1 / 1	775	950,000	0.1549%	0.1641%	2,079	7,196	600	312	26	7,234	603	7,508	626	14,430	1,203
6 T	1 / 1	775	950,000	0.1575%	0.1669%	2,114	7,317	610	317	26	7,355	613	7,634	636	14,672	1,223
7 T	1 / 1	775	990,000	0.1601%	0.1696%	2,148	7,438	620	322	27	7,477	623	7,760	647	14,915	1,243
3 U (T)	4+ / 4.5	2,507 (370)	4,300,000	0.5198%	0.5507%	6,975	24,148	2,012	1,046	87	24,275	2,023	25,195	2,100	48,424	4,035
4 U	4+ / 4.5	2,507	4,150,000	0.4861%	0.5150%	6,523	22,583	1,882	978	82	22,702	1,892	23,561	1,963	45,284	3,774
5 U	4+ / 4.5	2,507	4,150,000	0.4962%	0.5257%	6,659	23,052	1,921	999	83	23,173	1,931	24,051	2,004	46,225	3,852
6 U	4+ / 4.5	2,507	4,200,000	0.5063%	0.5364%	6,794	23,521	1,960	1,019	85	23,645	1,970	24,540	2,045	47,166	3,931
7 U	4+ / 4.5	2,507	4,370,000	0.5163%	0.5470%	6,929	23,986	1,999	1,039	87	24,112	2,009	25,025	2,085	48,098	4,008
3 V (T)	1 / 1	805 (140)	1,100,000	0.1679%	0.1779%	2,253	7,800	650	338	28	7,841	653	8,138	678	15,641	1,303
4 V	1 / 1	805	950,000	0.1609%	0.1705%	2,159	7,475	623	324	27	7,514	626	7,799	650	14,989	1,249
3 W (T)	1 / 1	827 (140)	1,100,000	0.1723%	0.1825%	2,312	8,005	667	347	29	8,047	671	8,351	696	16,051	1,338
4 W	1 / 1	827	950,000	0.1653%	0.1751%	2,218	7,679	640	333	28	7,720	643	8,012	668	15,399	1,283
3 X	1+ / 2	1,034	1,225,000	0.2033%	0.2154%	2,728	9,445	787	409	34	9,494	791	9,854	821	18,939	1,578
4 X	1+ / 2	1,034	1,225,000	0.2102%	0.2227%	2,821	9,765	814	423	35	9,817	818	10,188	849	19,582	1,632
3 Y	1+ / 2	1,170	1,325,000	0.2300%	0.2437%	3,087	10,685	890	463	39	10,741	895	11,148	929	21,426	1,786
4 Y	1+ / 2	1,170	1,325,000	0.2378%	0.2519%	3,191	11,048	921	479	40	11,106	925	11,526	961	22,153	1,846
SUBTOTAL	289	468,261 (15,429)	785,645,000	94.3909%	100.0000%	1,264,242	4,376,684	364,724	189,972	15,831	4,408,183	367,349	4,566,656	380,555	8,784,866	732,072
Comm. Unit 1 - Office		2,812	n/a	0.5341%	-	-	17,086	1,424	1,075	90	24,943	2,079	18,161	1,513	42,029	3,502
Comm. Unit 2 - Office		1,765	n/a	0.3352%	-	-	11,779	982	675	56	15,654	1,305	12,454	1,038	27,433	2,286
Comm. Unit 3 - Garage		49,917	n/a	4.7398%	-	-	44,871	3,739	9,539	795	221,355	18,446	54,411	4,534	266,227	22,186
SUBTOTAL		54,494		5.6091%	-	-	73,737	6,145	11,289	941	261,953	21,829	85,026	7,085	335,689	27,974
TOTAL		522,755	785,645,000	100.0000%	100.0000%	1,264,242	4,450,420	370,868	201,261	16,772	4,670,135	389,178	4,651,681	387,640	9,120,555	760,046

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

BIN	APPROX. SQUARE FOOTAGE (1)	OFFERING PRICE (2)
Storage Bin # 1	16	15,000
Storage Bin # 2	16	15,000
Storage Bin # 3	16	15,000
Storage Bin # 4	16	15,000
Storage Bin # 5	16	15,000
Storage Bin # 6	16	15,000
Storage Bin # 7	16	15,000
Storage Bin # 8	16	15,000
Storage Bin # 9	16	15,000
Storage Bin # 10	16	15,000
Storage Bin # 11	16	15,000
Storage Bin # 12	16	15,000
Storage Bin # 13	16	15,000
Storage Bin # 14	16	15,000
Storage Bin # 15	16	15,000
Storage Bin # 16	16	15,000
Storage Bin # 17	16	15,000
Storage Bin # 18	16	15,000
Storage Bin # 19	16	15,000
Storage Bin # 20	16	15,000
Storage Bin # 21	16	15,000
Storage Bin # 22	16	15,000
Storage Bin # 23	16	15,000
Storage Bin # 24	16	15,000
Storage Bin # 25	16	15,000
Storage Bin # 26	16	15,000
Storage Bin # 27	16	15,000
Storage Bin # 28	16	15,000
Storage Bin # 29	16	15,000
Storage Bin # 30	16	15,000
Storage Bin # 31	16	15,000
Storage Bin # 32	16	15,000
Storage Bin # 33	16	15,000
Storage Bin # 34	16	15,000
Storage Bin # 35	16	15,000
Storage Bin # 36	16	15,000
Storage Bin # 37	16	15,000
Storage Bin # 38	16	15,000
Storage Bin # 39	16	15,000
Storage Bin # 40	16	15,000
Storage Bin # 41	16	15,000
Storage Bin # 42	16	15,000
Storage Bin # 43	16	15,000
Storage Bin # 44	16	15,000
Storage Bin # 45	16	15,000
Storage Bin # 46	16	15,000
Storage Bin # 47	16	15,000
Storage Bin # 48	16	15,000
Storage Bin # 49	16	15,000
Storage Bin # 50	16	15,000
Storage Bin # 51	16	15,000
Storage Bin # 52	16	15,000
Storage Bin # 53	16	15,000
Storage Bin # 54	16	15,000

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

BIN	APPROX. SQUARE FOOTAGE (1)	OFFERING PRICE (2)
Storage Bin # 55	16	15,000
Storage Bin # 56	16	15,000
Storage Bin # 57	16	15,000
Storage Bin # 58	16	15,000
Storage Bin # 59	16	15,000
Storage Bin # 60	16	15,000
Storage Bin # 61	16	15,000
Storage Bin # 62	16	15,000
Storage Bin # 63	16	15,000
Storage Bin # 64	16	15,000
Storage Bin # 65	16	15,000
Storage Bin # 66	16	15,000
Storage Bin # 67	16	15,000
Storage Bin # 68	16	15,000
Storage Bin # 69	16	15,000
Storage Bin # 70	16	15,000
Storage Bin # 71	16	15,000
Storage Bin # 72	16	15,000
Storage Bin # 73	16	15,000
Storage Bin # 74	16	15,000
Storage Bin # 75	16	15,000
Storage Bin # 76	16	15,000
Storage Bin # 77	16	15,000
Storage Bin # 78	16	15,000
Storage Bin # 79	16	15,000
Storage Bin # 80	16	15,000
Storage Bin # 81	16	15,000
Storage Bin # 82	16	15,000
Storage Bin # 83	16	15,000
Storage Bin # 84	16	15,000
Storage Bin # 85	16	15,000
Storage Bin # 86	16	15,000
Storage Bin # 87	16	15,000
Storage Bin # 88	16	15,000
Storage Bin # 89	16	15,000
Storage Bin # 90	16	15,000
Storage Bin # 91	16	15,000
Storage Bin # 92	16	15,000
Storage Bin # 93	16	15,000
Storage Bin # 94	16	15,000
Storage Bin # 95	16	15,000
Storage Bin # 96	16	15,000
Storage Bin # 97	16	15,000
Storage Bin # 98	16	15,000
Storage Bin # 99	16	15,000
Storage Bin # 100	16	15,000
Storage Bin # 101	16	15,000
Storage Bin # 102	16	15,000
Storage Bin # 103	16	15,000
Storage Bin # 104	16	15,000
Storage Bin # 105	16	15,000
Storage Bin # 106	16	15,000
Storage Bin # 107	16	15,000
Storage Bin # 108	16	15,000

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

BIN	APPROX. SQUARE FOOTAGE (1)	OFFERING PRICE (2)
Storage Bin # 109	16	15,000
Storage Bin # 110	16	15,000
Storage Bin # 111	16	15,000
Storage Bin # 112	16	15,000
Storage Bin # 113	16	15,000
Storage Bin # 114	16	15,000
Storage Bin # 115	16	15,000
Storage Bin # 116	16	15,000
Storage Bin # 117	16	15,000
Storage Bin # 118	16	15,000
Storage Bin # 119	16	15,000
Storage Bin # 120	16	15,000
Storage Bin # 121	16	15,000
Storage Bin # 122	16	15,000
Storage Bin # 123	16	15,000
Storage Bin # 124	16	15,000
Storage Bin # 125	16	15,000
Storage Bin # 126	16	15,000
Storage Bin # 127	16	15,000
Storage Bin # 128	16	15,000
Storage Bin # 129	16	15,000
Storage Bin # 130	16	15,000
Storage Bin # 131	16	15,000
Storage Bin # 132	16	15,000
Storage Bin # 133	16	15,000
Storage Bin # 134	16	15,000
Storage Bin # 135	16	15,000
Storage Bin # 136	16	15,000
Storage Bin # 137	16	15,000
Storage Bin # 138	16	15,000
Storage Bin # 139	16	15,000
Storage Bin # 140	16	15,000
Storage Bin # 141	16	15,000
Storage Bin # 142	16	15,000
Storage Bin # 143	16	15,000
Storage Bin # 144	16	15,000
Storage Bin # 145	16	15,000
Storage Bin # 146	16	15,000
Storage Bin # 147	16	15,000
Storage Bin # 148	16	15,000
Storage Bin # 149	16	15,000
Storage Bin # 150	16	15,000
Storage Bin # 151	16	15,000
Storage Bin # 152	16	15,000
Storage Bin # 153	16	15,000
Storage Bin # 154	16	15,000
Storage Bin # 155	16	15,000
Storage Bin # 156	16	15,000
Storage Bin # 157	16	15,000
Storage Bin # 158	16	15,000
Storage Bin # 159	16	15,000
Storage Bin # 160	16	15,000
Storage Bin # 161	16	15,000
Storage Bin # 162	16	15,000

SCHEDULE A
Schedule of Offering Prices and Related Information - 9/1/08 to 8/31/09

BIN	APPROX. SQUARE FOOTAGE (1)	OFFERING PRICE (2)
Storage Bin # 163	16	15,000
Storage Bin # 164	16	15,000
Storage Bin # 165	16	15,000
Storage Bin # 166	16	15,000
Storage Bin # 167	16	15,000
Storage Bin # 168	16	15,000
Storage Bin # 169	16	15,000
Storage Bin # 170	16	15,000
Storage Bin # 171	16	15,000
Storage Bin # 172	16	15,000
Storage Bin # 173	16	15,000
Storage Bin # 174	16	15,000
Storage Bin # 175	16	15,000
Storage Bin # 176	16	15,000
Storage Bin # 177	16	15,000
Storage Bin # 178	16	15,000
Storage Bin # 179	16	15,000
Storage Bin # 180	16	15,000
Storage Bin # 181	16	15,000
Storage Bin # 182	16	15,000
Storage Bin # 183	16	15,000
Storage Bin # 184	16	15,000
Storage Bin # 185	16	15,000
Storage Bin # 186	16	15,000
Storage Bin # 187	16	15,000
Storage Bin # 188	16	15,000
Storage Bin # 189	16	15,000
Storage Bin # 190	16	15,000
Storage Bin # 191	16	15,000
Storage Bin # 192	16	15,000
Storage Bin # 193	16	15,000
Storage Bin # 194	16	15,000
Storage Bin # 195	16	15,000
Storage Bin # 196	16	15,000
Storage Bin # 197	16	15,000
Storage Bin # 198	16	15,000
Storage Bin # 199	16	15,000
Storage Bin # 200	16	15,000
Storage Bin # 201	16	15,000
Storage Bin # 202	16	15,000
Storage Bin # 203	16	15,000
Storage Bin # 204	16	15,000
Storage Bin # 205	16	15,000
TOTAL - Storage Bins	**3,280**	**3,075,000**

GRAND TOTAL - Residential Units & Storage Bins		**788,720,000**

Notes to Schedule A

1 Residential Unit Plans depicting layouts of Residential Units appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Because dimensions listed are based on measurements from exterior walls, they do not accurately represent the interior space in the unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipes shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units and certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams and mechanical spaces in such Units. Kitchens, bathrooms and hallways typically have dropped ceilings. Each Unit will be measured horizontally from the exterior face of the exterior walls (perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and the midpoint of partitions separating one Unit from another Unit, public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any Common Element located within a Unit shall not be considered a part of such Unit. Each Unit will be measured vertically from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.

As is often the case in New York, these square foot areas exceed the usable floor area of each Unit and include columns, mechanical pipes shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the concrete floor slab and the bottom of the finish ceiling in the Units will generally be about 9'0" in major areas. However, certain Units and areas within other Units may have clearances less than this to accommodate facilities located above the ceiling or otherwise to respond to field conditions, construction variances or the presence of beams and mechanical spaces in such Units. Kitchens, bathrooms and hallways typically have dropped ceilings. The maximum ceiling height on the 7th, 16th and 19th Floors is approximately 10'-11". The maximum ceiling height on the PH#1 through PH#4 Floors is approximately 9'-11". The maximum ceiling height on Floors 38 and PH#5 is approximately 10'-1". Purchasers are further advised that Sponsor has reserved the right to negotiate with individual purchasers to perform special work which may require a modification in floor plans for certain Residential Units and accordingly the layout of the Units and Common Elements may vary. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

2 No change will be made in the purchase prices other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves

the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. Sponsor reserves the right to offer certain sales incentives and terms to groups of Purchasers including employees of principals of Sponsor and certain law firms and financial institutions having a business relationship with Sponsor's principals and investors. In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of the Plan including, without limitation, the obligation to contribute two (2) month's Common Charges to the Working Capital Fund of the Condominium. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

3(a) The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(iv) of the New York Condominium Act, is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. For purposes of the allocation of Common Interest portions of the square footage of the Commercial Units located below grade have been discounted as follows: fifty percent (50%) of the square footage for areas located in the Sub-Cellar 2, Sub-Cellar 1, Cellar and First Floor of the Building. In the event that, prior to the First Closing, Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, or involves adding to the Common Elements, space that was previously incorporated in the Residential Units, the Common Interest of all of the Residential Units may change slightly. Any such change in the Common Interest allocated to a Residential Unit prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any purchaser.

3(b) The percent interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Common Interest of such Residential Unit bears to the aggregate Common Interests of all Residential Units.

4 The estimates contained in this schedule were prepared on the assumption that the first year of Condominium operation will be the year from September 1, 2008 through August 31, 2009, and are only an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the first year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. The actual first year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected first year of condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended projections exceed original projections

by twenty-five (25%) percent or more, Sponsor will offer all purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Residential Common Charges for each Residential Unit are based on the Schedule B - Projected Budget for First Year of Condominium Operation. The estimated monthly Residential Common Charges include the cost of central heating for the Units. Each individual Residential Unit is provided with an incremental HVAC air conditioning unit. The Maintenance and operating cost of the HVAC units are borne by the individual Residential Unit Owners. Please refer to Schedule B-1 "Energy Costs Projection" from I.M. Robbins P.C., consulting engineer, for further information regarding estimated energy costs. In addition to these estimated payments, each Residential Unit Owner will be responsible for real estate taxes for such Residential Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit which will be separately metered and payable directly to the utility company, the insurance which must be carried by each Residential Unit Owner with respect to liability and casualty to the contents of the Unit and the cost of interior repairs and decorations to the Residential Unit. Until the Units are separately assessed, real estate taxes shall be part of Common Expenses. In the event that the payments made by Unit Owners are less than or more than the amount of taxes paid for the period in question, Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment. In addition, capital repairs, additions, improvements, alterations and restorations to the Residential Section are Residential Common Expenses, which will be borne solely by the Residential Unit Owners.

5 Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of Condominium operation will total approximately $4,670,135.24, based on an opinion prepared by Marcus & Pollack LLP dated July 19, 2006 which assumes (a) an assessed valuation attributable to the residential portion of the Property of $32,272,272 for the 2008 through 2009 fiscal tax year and $64,685,844 for the 2009 through 2010 fiscal tax year and (b) a projected tax rate of $12.396 per $100 of assessed valuation. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. PURCHASERS ARE ADVISED THAT THE NEW YORK CITY TAXING AUTHORITIES HAVE IMPLEMENTED SIGNIFICANT INCREASES IN THE TENTATIVE ASSESSED VALUATIONS FOR NEW CONSTRUCTION CONDOMINIUMS FOR THE TAX YEAR 2005/2006 WHICH DO NOT APPEAR CONSISTENT WITH THEIR VALUATIONS IN PRIOR YEARS. SPONSOR MAKES NO REPRESENTATIONS REGARDING THE METHODOLOGY WHICH THE TAXING AUTHORITIES WILL USE IN FUTURE TAX YEARS.

Sponsor intends to apply for partial exemption from real estate taxes with respect to the Building pursuant to Section 421-a of the New York State Real Property Tax Law. Under the Section 421-a program, the real estate tax estimate for the first year of Condominium operation will be based upon the assessed valuation of the Property in the

tax year prior to construction, which is commonly referred to as the "mini-tax." During the tax year prior to construction 2004/2005, the total actual assessed value of the Property was $1,623,600. As set forth in the Opinion of Marcus & Pollack, LLP, if a Final Certificate of Eligibility is issued for the Property, the taxable assessed valuation is estimated to be $1,623,600 (for mini-tax calculations) or approximately $201,261.46 in taxes for the period of construction (up to three years) and for the first two years following the completion of construction, plus the non-exempt portion of the assess value attributable to the excess commercial space, if any (none is projected). No warranties are made to Purchasers that the Residential Section will qualify for or receive benefits under the 421-a Program or that the laws or regulations or policies or practices upon which the Opinion of Marcus & Pollack LLP is based will not be changed. Please refer to the Section of the Plan entitled "Real Estate Taxes" and the opinions of Marcus & Pollack LLP dated July 19, 2006 set forth in Part I of the Plan for further discussion regarding real estate taxes for the residential portion of the Property.

The real estate tax estimates for each Residential Unit were calculated on the assumption that the real estate taxes for the residential portion of the Building payable with respect to each Residential Unit for the first year of Condominium operation will be allocated in proportion to each Residential Unit's percentage of Common Interest as set forth on Schedule A. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's purchase price, rather than its percentage of Common Interest and, if so, Residential Units having the same or similar percentage of Common Interest will pay different real estate taxes than are reflected on Schedule A.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) regarding the method to be employed by the New York City tax assessor in allocating individual Residential Unit assessments; (ii) of the assessed values of the Residential Section during the first year of Condominium operation, or (iii) of the tax rates for the first year of Condominium operation, or (iv) that the Residential Section will qualify for or receive benefits under the 421-a Program.

See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and the Attorney's Income Tax Opinion in Part I of the Plan for a discussion concerning the deductibility of real estate taxes paid with respect to a Residential Unit. Purchasers should note that the deductibility of mortgage interest and real estate taxes in future years may vary due to changes in the interest rate on the unit owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property.

SCHEDULE B - PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE "B"
Rushmore
Projected Budget for the First Full Year of Condominium Operation
September 1, 2008 – August 31, 2009

PROJECTED INCOME:	
Common Charges (1).....	
Residential Units Common Charges.....	$ 4,376,684
Commercial Unit 1 Common Charges.....	$ 17,086
Commercial Unit 2 Common Charges.....	$ 11,779
Garage Unit Common Charges.....	$ 44,871
TOTAL PROJECTED INCOME.....	$ 4,450,420
PROJECTED EXPENSES:	
Salary, Wages, Payroll Taxes & Benefits (2).....	$ 1,314,152
Heat and Hot Water (3).....	$ 435,600
Cooking Gas (4).....	$ 31,350
Electricity (5).....	$ 755,412
Water & Sewer (6).....	$ 207,881
Repairs & Maintenance (7).....	$ 50,000
Services & Supplies (8).....	$ 302,100
Insurance (9).....	$ 523,900
Amenity Facility (10).....	$ 421,905
Management Fee (11).....	$ 100,000
Legal & Auditing Fees (12).....	$ 16,000
Resident Manager Unit Costs (13).....	$ 5,000
Administration (14).....	$ 40,000
Park Maintenance and Insurance (15).....	$ 123,930
Amtrak Operating Payment (16).....	$ 68,190
Contingency (17).....	$ 55,000
TOTAL PROJECTED EXPENSES (18).....	$ 4,450,420

The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith.

Notes to Schedule B

(1) COMMON CHARGES - (Budget - $4,450,420)

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing September 1, 2008. The actual first year of operation may be earlier or later.

The allocation for the General Common Expenses to be borne by Commercial Unit 1, Commercial Unit 2, and Garage Unit have been allocated on the basis of their respective Percentage of Common Interest, .5341%, .3352%, and 4.7398%.

	Condominium Total	Residential Units	Commercial Unit 1	Commercial Unit 2	Garage Unit
Projected Income					
Common Charges (1)					
Residential Units Common Charges	$4,376,684	$4,376,684	$	$	$
Commercial Unit 1 Common Charges	$ 17,086	$	$ 17,086	$	$
Commercial Unit 2 Common Charges	$ 11,779	$	$	$ 11,779	$
Garage Unit Common Charges	$ 44,871	$	$	$	$ 44,871
Total Projected Income	$4,450,420	$4,376,684	$ 17,086	$ 11,779	$ 44,871

EXPENSES

	Condominium Total	Residential Units	Commercial Unit 1	Commercial Unit 2	Garage Unit
Payroll – (2)	$ 1,314,152	$ 1,313,104	$ 100	$ 63	$ 885
Heat and Hot Water (3)	$ 435,600	$ 430,430	$ 3,190	$ 1,980	$ ---
Gas (4)	$ 31,350	$ 31,350	$ ---	$ ---	$ ---
Electricity and Cooling Tower (5)	$ 755,412	$ 735,862	$ 9,195	$ 6,848	$ 3,507
Water and Sewer (6)	$ 207,881	$ 207,881	$ ----	$ ---	$ ---
Repair and Maintenance (7)	$ 50,000	$ 49,439	$ 53	$ 34	$ 474
Service and Supplies (8)	$ 302,100	$ 300,408	$ 195	$ 122	$ 1,375
Insurance (9)	$ 523,900	$ 494,514	$ 2,798	$ 1,756	$ 24,832
Amenity Facility (10)	$ 421,905	$ 421,905	$ ----	$ ---	$ ---
Management Fee (11)	$ 100,000	$ 98,878	$ 107	$ 67	$ 948
Legal and Audit (12)	$ 16,000	$ 15,103	$ 85	$ 54	$ 758
Resident Manager Unit Cost (13)	$ 5,000	$ 5,000	$ ----	$ ---	$ ---
Administration (14)	$ 40,000	$ 39,551	$ 43	$ 27	$ 379
Park Maintenance and Insurance (15)	$ 123,930	$ 116,979	$ 662	$ 415	$ 5,874
Amtrak Operating Payment (16)	$ 68,190	$ 64,365	$ 364	$ 229	$ 3,232
Contingency (17)	$ 55,000	$ 51,915	$ 294	$ 184	$ 2,607
Total Projected Expenses	$ 4,450,420	$ 4,376,684	$ 17,086	$ 11,779	$ 44,871

In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. Sponsor will not declare the plan effective if any material changes to the budget are not yet disclosed in an amendment to the plan.

If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their Deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections.

(2) SALARIES, WAGES, PAYROLL TAXES & BENEFITS - (Budget - $1,314,152)

The budgeted amount includes base wages, worker's compensation and disability insurance, welfare and pension costs, payroll taxes, and the cost of sick days, holidays and vacation pay for a projected shared building staff of 1 Resident Manager, 2 Handyman, 4.2 Concierge, 3.8 Doormen, 2 hallmen and 6 Porters. The full staff may not be employed until certain building occupancy levels are achieved. The projected level of staffing for the building complies with all applicable housing and labor laws. It is anticipated that such employees will be union members. Accordingly, the labor costs discussed below are computed in accordance with the current contract rate of Local 32B-32J of the Service Employees International Union, AFL-CIO expiring April 20, 2010.

(1) Resident Manager	$85,000, plus apartment and free gas, electricity and telephone.
(2) Handyman	$836.63 for 33 weeks
	$848.13 for 19 weeks
(16) 4.2 Concierge, 3.8 Doorman, 2 Hallmen, and 6 Porters	
	$757.63 for 33 weeks
	$768.13 for 19 weeks

The projections allow for 28 sick days, holidays and vacation pay and miscellaneous payroll expenses.

Total Base Wages	$ 867,983
FICA @7.65% of Base Wages	$ 66,401
Worker's Compensation @ 5.5% of Total Wages	$ 47,739
FUI & FUTA-NYS Unemployment @ 425 Per Employee	$ 8,075
NYS Disability @ $60 per employee	$ 1,140
Union Welfare (health) @ 4/12 @ $11,830.64 and 8/12 @ $12,870.64 per employee	$ 237,956
Union Pension @ $64.75 per week per employee for 17 weeks and	
$70.75 per employee per week for 35 weeks	$ 67,963
Legal Fund/Training School Fund @ $369.20 per employee	$ 7,015
Union Annuity Plan @ $10 per employee per week	$ 9,880
Total Benefit	$ 446,169
Total Wages, Taxes, & Benefits	$1,314,152

It is anticipated that a small portion of the Resident Manager's and one porter's time (estimated at 10% (4 hours per week, per man) will be devoted to those General Common Elements that service or benefit the Commercial Unit 1, Commercial Unit 2 and the Garage Unit. Accordingly, only a small portion ($18,678) has been allocated to the Commercial Unit 1, Commercial Unit 2 and the Garage Unit based upon their Common Interest, with and the remainder paid by the Residential Units.

(3) **HEAT AND HOT WATER- (Budget - $435,600)**

Heat and hot water for the Residential Units will be generated through a dual fuel gas/oil system, meaning the fuel used may be natural gas or #4 oil. Subject to government restrictions and regulations, it is anticipated the condominium will switch fuel sources as appropriate to utilize whichever fuel is less expensive at any given time. The budgeted amount is based upon a letter from I.M. Robbins P.C., Consulting Engineers, 15 West 44th Street, New York, NY, Sponsor's Consulting Engineer dated May 26, 2006. It is anticipated that the annual consumption of gas for heat and domestic hot water will be 39,130,000 cu ft of gas per year at $10.00/1000 cu ft for an annual cost of $391,300. A 10% inflation factor has been added, for a total estimated cost to the Residential Units of $430,430.

In addition, the building's heating system will provide limited heating to the Commercial Units and the Garage Unit. Specifically, the building's systems will not produce hot water and will only produce enough steam to provide perimeter heat to service the Commercial Units. Perimeter heating utilized by the Commercial Units has been estimated based upon a letter dated June 19, 2006, from I.M. Robbins P.C., Consulting Engineers as follows: Commercial Unit 1- $3,190 and Commercial Unit 2 -$1,980, inclusive of a 10% inflation contingency. If a Non-Residential Unit requires hot water or heating beyond the provision of perimeter heat described above, the Owner of the Unit will be obligated to install a separate system for same at the Unit Owner's sole cost and expense. All costs associated with such independent supply of hot water or additional heat for the Non-Residential Units will be separately metered or submetered and charged to the respective Non-Residential Units.

It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas for heat and hot water during the first year of Condominium Operation, because such costs will vary with the level of consumption and price of gas. Consumption will be affected by the severity of the weather and by any conservation measure adopted by the Condominium Board or individual unit owners.

(4) **COOKING GAS - (Budget - $31,350)**

The Residential Units will not be separately metered for gas to be used for cooking. Based on a letter dated May 26, 2006 from I.M. Robbins P.C., 15 West 44th Street, New York, NY it is estimated that the gas cost for cooking a for all the Residential Units, based on 2,850,000 cu. ft/yr of gas @ $10.00/1000 cu. ft., will be $28,500. A 10% inflation factor has been added for cooking gas service. If a Non-Residential Unit requires cooking gas, the Owner of the Unit will be obligated to install a separate system for same at the Unit Owner's sole cost and expense. All costs associated with such supply of cooking gas for the Non-Residential Units will be separately metered or submetered and charged to the respective Non Residential Unit.

(5) **ELECTRICITY - (Budget - $433,950)**

The electricity consumption for the first year of Condominium Operation provided to the Common Elements of the Condominium (the "Common Areas") was estimated by I.M. Robbins, P.C. 15 West 44th Street, New York, NY in a letter dated May 26, 2006. The estimated cost for electricity provided to the

Common Areas is based on an assumed consumption of 4,204,612 KWHRS per year at an average cost of $.16 per KWHR for a total annual cost of $672,738.

This estimate includes costs for lighting, air conditioning, distribution pumps, miscellaneous floor loads, elevators associated with the Common Areas and the Amenity Facility. A 10% inflation factor has been added for a total Common Area electricity expense of $740,012. The Residential Units will bear 90% of this cost based on their respective percentage of Common Interest and all the Units in the Building, Residential and Non-Residential, will bear the remaining 10% of this cost based on their respective percentage of Common Interest.

Electricity will be separately metered for the Commercial Unit 1, Commercial Unit 2 and the Garage Unit. In addition, as described above, approximately 10% of the $740,012 Common Area electricity expense will be used for General Common Elements. Accordingly, Commercial Unit 1, Commercial Unit 2 and the Garage Unit will pay its pro rata share of 10% of the Common Area electricity expense based on each such unit's respective percentage of Common Interest.

Additionally, Commercial Unit 1 and Commercial Unit 2 will pay its proportionate share of the electricity required to operate the cooling tower. It is anticipated that the Commercial Unit 1 and Commercial Unit 2 share of costs for cooling tower electric usage will be $8,800, and $6,600 respectively, inclusive of a 10% inflation factor. The Garage Unit has not been allocated any electric cost with respect to the cooling tower because it does not utilize the cooling tower.

Each Residential Unit will be individually metered or submetered for consumption of electricity within each Residential Unit. Please refer to Schedule B-1 for electricity estimates for individual sample Residential Units estimated by IM Robbins, P.C., 15 West 44th Street, New York, NY in a letter dated May 26, 2006.

(6) **WATER AND SEWER - (BUDGET - $207,881)**

The building will have a main water meter which will measure actual water usage. Based upon a letter from I.M. Robbins P.C., 15 West 44th Street, New York, NY dated May 26, 2006, the estimated cost for water and sewer for the Residential Units and Common Areas of the building is based on a combined charge of $4.27 per HCF and usage of 40,570 HCF. The annual cost for water and sewer charges during the first year of Condominium Operation is estimated at $173,234. A 20% inflation factor has been added.

Water and Sewer charges will be separately metered or sub-metered for Commercial Unit 1, Commercial Unit 2 and the Garage Unit and said units will pay the cost of water and sewer usage directly to the Condominium Board or the taxing authority. All costs associated with the installation of separate metering or submetering equipment for the Non-Residential Units shall be payable by such Units' Owners.

(7) **REPAIRS AND MAINTENANCE - (Budget - $50,000)**

Since the Building will be newly constructed, it has no operating history upon which to project future cost of repairs and maintenance. No major capital repairs are included in the Budget since all major construction and mechanical systems will be new. Future major capital repairs to the General Common Elements will be born by all Unit Owners. The budgeted figure for this item includes the cost of normal maintenance and repairs to the General Common Elements of the Building that are the responsibility of the Condominium Board. Unit Owners will be responsible for the cost of the interior maintenance, repair, decorating, and painting of their respective Units, including the appliances, and heating/air conditioning

units. The budgeted amount for repairs and maintenance has been allocated 80% to the Residential Units and 20% to all Units, Residential and Non-Residential Units, based upon their respective percentage of Common Interest since the majority of repair and maintenance will be for the benefit of the Residential Units.

(8) **SERVICE AND SUPPLIES - (Budget - $302,100)**

The budgeted amount includes the cost of shared cleaning equipment and miscellaneous supplies for the General Common Elements as well as the anticipated cost of service contracts to be entered into by the Condominium Board during the first year of Condominium Operation.

All of the mechanical systems within the building will be new, and some will be under a full service maintenance contract for the first year of Condominium Operation from the contractors who will install the system. No maintenance or service contracts have been entered into as of the date of the plan. The budgeted amounts are based upon the experience of the Sponsor's budget expert, Penmark Realty Corp., in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the first year of Condominium operation, no warranty is made that the actual cost for these or other services will be in accordance with these projections.

It is projected that the Condominium Board will enter into maintenance agreements and/or for the following services:

Metal Marble Wood Maintenance	$ 40,000
Heating and Cooling System	$ 30,000
Elevator Maintenance	$ 60,000
Sprinkler System/Fire Protective Alarm System	$ 14,500
Landscaping	$ 20,000
Exterminator	$ 10,000
Uniform Cleaning and Maintenance	$ 12,000
Water Treatment	$ 7,500
Security System	$ 8,500
Intercom System	$ 3,600
Miscellaneous Supplies	$ 45,000
Lobby Flowers	$ 15,000
Keytrac System Lease	$ 5,000
Concierge Services	$ 31,000

Included in landscaping above is the cost of maintaining the Freedom South Plaza at the East entrance to the building. The shared building staff will be responsible for the cleaning and maintenance of the General Common Elements. The estimated budgeted cost for Sprinkler System/Fire Protective Alarm System, the Exterminator and $4,500 of the estimated $45,000 budgeted for Miscellaneous Supplies have been allocated between Commercial Unit 1, Commercial Unit 2, the Garage Unit and the Residential Units based upon each unit's respective percentage of Common Interest. In addition, Commercial Unit 1 and Commercial Unit 2 will also share in the cost of water treatment based upon their Common Interest percentage since water treatment is used for the cooling tower. The balance of the costs have been allocated only to the Residential Units, since the Residential Units will utilize these services exclusively.

(9) **INSURANCE – (Budget - $523,900)**

Based upon the proposal dated March 21, 2006, from Willis of New York, having an office at 7 Hanover Square, New York, 10004, the following insurance coverage will be obtained for the Building for the first year of Condominium Operation:

A Comprehensive Condominium Package Policy, including Boiler & Machinery and Water Damage, with the following General coverage and Limits:

Property Policy

$185,000,000	Building "All Risk", Special Form, Agreed Amount, No Co-insurance, Replacement Cost, $10,000 Deductible, Terrorism Sub Limit - $100,000,000.
$ 3,000,000	Business Personal Property, $10,000 – Deductible.
$ 4,300,000	Business Income – All Risk Including Extra Expense, No Co-Insurance
$ 50,000,000	Flood - $100,000 Deductible
$ 50,000,000	Earthquake - $100,000 Deductible
$ 1,000,000	Increased Cost of Construction and Demolition

Up to Property Limit - Back-up of Sewers and Drain/Underground Water Supply - $2,500 Deductible.

Included	Boiler & Machinery – Direct & Indirect Loss

General Liability Policy

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Products Completed Operations Aggregate
$ 100,000	Fire Damage Legal Liability
$1,000,000	Employee Benefit - $5,000 Deductible
$1,000,000	Non-Owned Automobile/Hired Car
$1,000,000	Comprehensive Crime
$2,000,000	Directors & Officers Liability - per occurrence
$6,000,000	Aggregate

Umbrella Liability

$100,000,000	Umbrella Liability

The annual premium for the above mentioned insurance portfolio is estimated to be $523,900.

The insurance costs are for the entire Condominium, and have been allocated among the Residential Units and Non-Residential Units based upon each unit's respective percentage of Common Interest.

The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Condominium Board and Permitted Mortgagees; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and unit owners and a waiver of pro rata reduction if unit owners obtain additional coverage.

Each individual Unit Owner is required under the condominium by-laws to obtain additional condominium owner's insurance at such Unit Owner's own cost for the following coverage, which is not included in the above coverage:

- Personal property with their Units;
- Fire or casualty losses to the contents of the Unit and any replacements, additions, upgraded fixtures and improvements therein; and
- Liability for personal injury or property damage as a result of occurrences in the Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

(10) AMENITY FACILITY - (Budget - $421,905)

The Condominium will have an Amenity Facility which will include a spa, pool, fitness center, lounge, screening room and other activities. It is anticipated that the Condominium Board will enter into an agreement with La Palestra to operate the Amenity Facility at a cost of $421,905 ("Fee") for the first year of Condominium Operation.

This Fee includes, the cost of lifeguards, a receptionist, health club management personnel (excluding the cost of personal training, massage, physical therapy, nutrition, or other personalized services), locker room amenities (soap shampoo, etc.), and a number of group training sessions and activities organized by La Palestra for the benefit of the Residents.

The hours of operation of the Amenity Facility for the first year of Condominium Operation will be as follows: 6:00AM to 11:00AM and 3:30PM to 9:00PM Monday thru Friday, 9:00AM to 6:00PM Saturday, and 9:00AM to 6:00PM Sunday.

(11) MANAGEMENT FEE - (Budget - $100,000)

At or prior to the first closing the Condominium Board is expected to enter into a management agreement with Penmark Realty Corp., have an office at 820 Second Avenue 10017, New York, NY, a real estate management firm. The managing agent will receive an annual fee of $100,000 payable in equal monthly installments of $8,333.33. The managing agent's fee for the first year of Condominium Operation is comparable to the "going rate" for similar services in comparable buildings.

This budgeted item will be allocated 80% to the Residential Units and 20% to all Units, Residential and Non-Residential, based upon each Unit's respective percentage of Common Interest, since the Residential Units are anticipated to utilize the greater proportion of management services.

See the section of the plan entitled "Management Agreements" for further details.

(12) **LEGAL & AUDIT FEES - (Budget - $16,000)**

The Condominium Board will engage a law firm to act as the attorney for the Condominium. The estimated cost for these minor legal services for the Condominium's First Year, which do not include special collection matters or litigation, is $4,000. It is anticipated that the Condominium Board will enter

into an agreement with Hyman & Associates, 580 Sylvan Avenue, Englewood Cliffs, NJ 07632, to provide auditing, tax return preparation and financial statement services for the Condominium. It is estimated that the first year cost for these services will be $12,000.

This budgeted item will be shared by Commercial Unit 1, Commercial Unit 2, the Garage Unit, and the Residential Units based upon each Unit's respective percentage of Common Interest.

(13) **RESIDENT MANAGERS UNIT COSTS - (Budget - $5,000)**

Residential Unit 4A shall be designated as the Resident Manager's Unit and will be occupied by the Resident Manager of the Building and owned by the Residential Board.

The Condominium will be responsible for the real estate taxes on the unit. Assuming that the property will be certified as eligible for a partial tax exemption pursuant to Section 421-a of the New York Real Property Tax Law, the estimated real estate taxes for the first year of operation of the Condominium for Unit 4A will be approximately $500.

The Common area expenses included in the Condominium's operating budget, as outlined in this document (i.e., the cost of labor to operate the building, utility services, maintenance and repair of the building's common areas, management, insurance, supplies, ancillary services and Park and Amtrak maintenance and insurance, etc.) which are attributable to the Resident Manager's Unit are allocated to the balance of the Residential Units based on their respective percentage of Common Interest.

In addition, The Condominium will also be responsible for the cost of the electricity estimated at $3,800 per year, basic telephone at $500 per year and minor repairs at $200 per year for the Resident Manager's Unit. The estimated costs for the Resident Manager's Unit for the Condominium's first year of operation is $5,000 and will be borne solely by the Residential Unit.

(14) **ADMINISTRATION – (Budget - $40,000)**

The budgeted amount includes anticipated expenses for telephone, beepers, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees and local telephone usage in the Resident Manager's office and other administrative costs associated with the Condominium.

This budgeted item will be allocated 80% to the Residential Units and 20% will be shared by the Residential and Non-Residential Units based upon each Unit's respective Common Interest since the Residential Units will utilize the major portion of the administration services.

(15) **PARK MAINTENANCE AND INSURANCE (Budget - $ 123,930)**

As described elsewhere in this Offering Plan, each Development Parcel is obligated to contribute its proportionate share of the cost of maintaining, operating and insuring the Park Areas by making payments to the Property Owners Association which in turn will pay these sums to the City of New York. The aggregate cost of Park Area maintenance and operation projected for 2007/2008 based on current costs (net of NYC's contribution) is $1,390,911. This aggregate cost, which is to be allocated among and paid proportionately by all Development Parcel Owners is attributable $801,096 for Phase I, $148,144 for Phase II, $147,614 for Phase III and $82,513 for Phase IV and is net of $103,269 for the maintenance and operating cost of the Park Areas to be paid by the City of New York in accordance with the maintenance and Operating Agreement that is part of the Restrictive Declaration. This total cost, plus the cost of insurance for the Park Areas is to be allocated proportionately among all Development Parcels as discussed below.

The Projected Park Area insurance cost in the aggregate amount of $314,813 was estimated by Willis of New York, Inc in a letter dated March 21, 2006.

The Condominium's proportionate share of the cost of Park Area maintenance, operation and insurance has been calculated at approximately 8.91%. This calculation is based on the ratio of approved floor area (as defined in the NYC Zoning Resolution) of Parcel I (the Development Parcel on which the Condominium is being developed) to the ratio of total approved floor area for residential, retail and community facility space at Riverside generally (i.e. 543,400 square feet/6,099,951 square feet). Attached hereto as Schedule B-1 is a copy of the budget for the Property Owners Association which outlines the cost of operating and maintaining the Park Areas.

The aggregate cost projected for maintenance, operation and insurance of the Park Area for 2007/2008, the first year of Condominium Operation is as follows.

a. Maintenance and Operation	$1,076,098
b. Insurance	$ 314,813
Total	$1,390,911

The Condominium's proportionate share of the $1,390,911 annual total, based on the 8.91% ratio described above, is approximately $123,930. The Condominium's obligation for Park Area maintenance, operation and insurance costs is a General Common Expense of the Condominium and thus is to be shared by all Unit Owners. The Residential Units and Commercial Unit 1, Commercial Unit 2 and the Garage Unit will share the Park Area maintenance, operation and insurance expense based on each unit's respective percentage of Common Interest.

(16) AMTRAK OPERATING PAYMENT AND INSURANCE COST (Budget - $68,190)

As described elsewhere in the Offering Plan, the Condominium Board of Managers is obligated to make an operating payment to Amtrak for the cost of maintaining and operating the systems installed in the Building. The Condominium Board of Managers also is obligated to insure the systems and the Amtrak Right of Way Parcel in accordance with the Amtrak Agreement. The Operating Payment and insurance cost are General Common Expenses of the Condominium thus are to be shared by all Unit Owners. Maintenance and Operating payments are to be made to the Designated HWA Representative in accordance with the Amtrak Agreement. The estimated maintenance and operating cost for the systems

have been projected by its designers, Parsons, Brinckerhoff, Quade & Douglas, Inc., One Penn Plaza, New York, 10119-0061 and I.M. Robbins, PC.

The cost of insurance coverage required pursuant to the Amtrak Agreement with respect to the Condominium was projected by Willis of New York, Inc. in a letter dated May 21, 2006.

The aggregate cost of maintaining and operating the Amtrak Systems and Amtrak Right of Way Parcel attributable to Parcel I (the parcel which the Condominium is being developed) is $68,190. Attached hereto as Schedule B-2 is a copy of the budget for maintenance, operation and insurance of the Amtrak Systems and Right of Way.

The Residential Units, Commercial Unit 1, Commercial Unit 2, and the Garage Unit will share the Amtrak Operating expense based on each Unit's respective percentage of Common Interest.

(17) CONTINGENCY – (Budget - $55,000)

This item is included in the budget to provide funds for unforeseen increases in General Common Expenses before or after the First Closing or to cover expenses not included in this budget.

The budgeted item will be shared by Commercial Unit 1, Commercial 2, Garage Unit and the Residential Units based upon each unit's respective percentage of Common Interest.

(18) TOTAL PROJECTED EXPENSES – (Budget - $4,450,420)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from September 1, 2008 through August 31, 2009.

IN THE OPINION OF PENMARK REALTY CORP., THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED GENERAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL GENERAL COMMON CHARGES OR GENERAL COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

RIVERSIDE PARK SOUTH BUDGET FOR PARK MAINTENANCE & OPERATION FOR SEPTEMBER 1, 2008 TO AUGUST 31, 2009

I. PHASE I – Itemized Expenses

1. **Personnel Costs**
This figure includes wages and fringe benefits for a projected park staff as described below. The projected level of staffing and wages for the park are in accordance with the figures suggested by the City of New York Parks and Recreation Department.

Position	# of Staff	Annual Salary	Total Cost
Operations:			
Operations Manager	1	$50,000	$50,000
Admin. Support	1	$28,000	$28,000
Park Service Worker (year round)	1	$30,000	$30,000
Park Service Worker (8 months)	1	$30,000	$20,000
Park Cleaner (year round)	4	$23,000	$92,000
Park Cleaner (6 months)	1	$23,000	$11,500
Maintenance Worker	1	$38,000	$38,000
Horticulture:			
Gardener	1	$35,000	$35,000
Assistant Gardner (8 months)	1	$29,000	$19,333
Recreation & Visitor Services:			
Recreation Coordinator	1	$34,000	$34,000
Park Ranger (6 months)	1	$26,000	$13,000
Playground Associate (6 months)	1	$21,000	$10,500
Security:			
Security Officers	2	$26,000	$52,000
TOTAL	17	$393,000	$433,333
w/ Fringe Benefits @ 23.5%			$535,167
Less: Park's Contribution			($62,985)
GRAND TOTAL			$472,182

2. **Vehicle Costs**
This figure includes the yearly amortization (straight line/7 years) of the vehicles described below. The projected number of vehicles for the park is in accordance with the figures suggested by the City of New York Parks and Recreation Department.

Vehicle	# of Vehicles	Price	Amortization	Total Cost

Pickup	1	$24,000	$3,429	$3,429
Utility Cushman	1	$10,000	$1,429	$1,429
Skidsteer	1	$40,000	$5,714	$5,714
Mower	1	$20,000	$2,857	$2,857
Utility Cushman	1	$10,000	$1,429	$1,429
Van	1	$30,000	$4,286	$4,286
Patrol Cushman	1	$15,000	$2,143	$2,143
Total	7	$149,000	$21,286	$21,286
Less: Parks Contribution				($4,286)
GRAND TOTAL				$17,000

3. **Expense Costs**
This figure includes the yearly cost of providing supplies, materials, telephone services, vehicle repair, fuel, horticultural supplies and materials and recreation related expenses for the purpose of maintaining and operating the Park, as described below. All expense projections below are in accordance with the figures suggested by the City of New York Parks and Recreation Department.

Function	Item	Cost
Administration:	Telephone	$350
	Office Expense	$7,000
	Subtotal	$7,350
Operations:	Vehicle Repair	$9,692
	Fuel	$750
	Supplies, Materials & Equipment	$70,000
	Trades, Repair, Misc. Contracts	$75,000
	Subtotal	$155,442
Horticulture:	Materials	$30,000
	Vehicle Repair	$3,952
	Fuel	$400
	Subtotal	$34,352
Recreation & Visitor Services:	Performances	$17,500
	Art	$15,000
	Design/Publicity	$3,000
	Equipment, Materials, Rentals	$5,000
	Recreation Consultants	$7,000
	Subtotal	$47,500
	GRAND TOTAL	$244,644

II. PHASE II – Itemized Expenses

1. **Personnel Costs**

Position	# of Staff	Annual Salary	Total Cost
Operations:			
Park Service Worker (year round)	1	$35,000	$35,000
Park Service Worker (9 months)	1	$35,000	$26,250
Security Officer (year round)	1	$26,000	$26,000
Security Officer (6 months)	1	$26,000	$13,000
TOTAL	4	$122,000	$100,250
w/ Fringe Benefits @ 28.5%			$128,821

2. **Recreation**
Pursuant to the Maintenance & Operations Agreement, financial contribution to on-site programming shall be no less than 15% of total budget for maintenance and operation of Park (Section 3.01(a) of M&O Agreement).

Function	Total Cost
Recreation and Visitor Services	$19,323

III. PHASE III

1. **Personnel Costs**

Position	# of Staff	Annual Salary	Total Cost
Operations:			
Assistant Gardener	1	$35,000	$35,000
Playground Associate	1	$35,000	$35,000
Security:			
Security Officer (year round)	1	$26,000	$26,000
TOTAL	3	$96,000	$96,000
w/ Fringe Benefits @ 28.5%			$123,360

2. **Recreation**
Pursuant to the Maintenance & Operations Agreement, financial contribution to on-site programming shall be no less than 15% of total budget for maintenance and operation of Park (Section 3.01(a) of M&O Agreement).

Function	Total Cost
Recreation and Visitor Services	$19,254

3. Supplies and Materials $5,000

IV. PHASE IV

1. Personnel Costs

Position	# of Staff	Annual Salary	Total Cost
Operations:			
Maintenance Worker (handyman)	1	$42,000	$42,000
Security:			
Officer to Sergeant Promotion		$8,000	$50,000
TOTAL		$50,000	$50,000
w/ Fringe Benefits @ 28.5%			$64,250

2. Recreation

Pursuant to the Maintenance & Operations Agreement, financial contribution to on-site programming shall be no less than 15% of total budget for maintenance and operation of Park (Section 3.01(a) of M&O Agreement).

Function	Total Cost
Recreation and Visitor Services	$10,763

3. Supplies and Materials $7,500

SCHEDULE B-1.2

INSURANCE BUDGET FOR RIVERSIDE PARK SOUTH PHASES I, II, III (INCLUDING PHASE V PLAYGROUND), AND IV.
FOR SEPTEMBER 1, 2008 TO AUGUST 31, 2009

1. **General Liability**
   Combined single limit for bodily injury and property damage:
   $1,000,000 per occurrence
   $2,000,000 general aggregate
   $1,000,000 products/completed operations aggregate

   Estimated Annual Premium: *$138,000*

2. **Commercial Umbrella**
   Limit: $100,000,000

   Estimated Annual Premium: *$99,188*

3. **Property**
   Limit: $20,000,000
   Deductible: $25,000 per occurrence, $50,000 flood, quake, ship collision.

   Estimated Annual Premium: *$77,625*

TOTAL ESTIMATED ANNUAL PREMIUM: ***$314,813***

SCHEDULE B-2

RIVERSIDE SOUTH AMTRAK OVERBUILD ANNUAL OPERATING AND MAINTENANCE BUDGET FOR SEPTEMBER 1, 2008 TO AUGUST 31, 2009

System Component	Operating	Maintenance	Capital	Total
Ventilation				
Fans	$7,450	$15,870	$10,150	$33,470
Lighting	$7,925	$4,000	$670	$12,595
Electrification	$0	$0	$0	$0
Ventilation Controls				$0
NO2 Monitoring System:				$0
Routine Maintenance	$0	$1,617	$0	$1,617
Gas Sensors	$0	$203	$0	$203
Power Supply Units	$0	$88	$0	$88
Sampling Pumps	$0	$88	$0	$88
Sampling Lines	$0	$995	$0	$995
Gas Cylinders	$0	$178	$0	$178
Fan/Damper Controls:				$0
Routine Maintenance	$0	$11,910	$0	$11,910
Temperature Sensors	$0	$463	$0	$463
PLC's	$0	$0	$3,335	$3,335
SUBTOTALS	$15,375	$35,412	$14,155	$64,942
Contingency	$769	$1,771	$708	$3,247
TOTAL	$16,144	$37,183	$14,863	$68,189

SCHEDULE B - 1 ESTIMATED ENERGY COSTS

I.M. ROBBINS P.C.

CONSULTING ENGINEERS / 15 WEST 44TH STREET / NEW YORK, N.Y. 10036
TELEPHONE: (212) 944-5566 / FAX: (212) 944-5597

May 25 2006

Extell Development Company
423 West 69th Street
New York, NY 10069

Attn: Frank Haftel

Re: Building "I"
Electrical Estimates for Individual Units

Gentlemen:

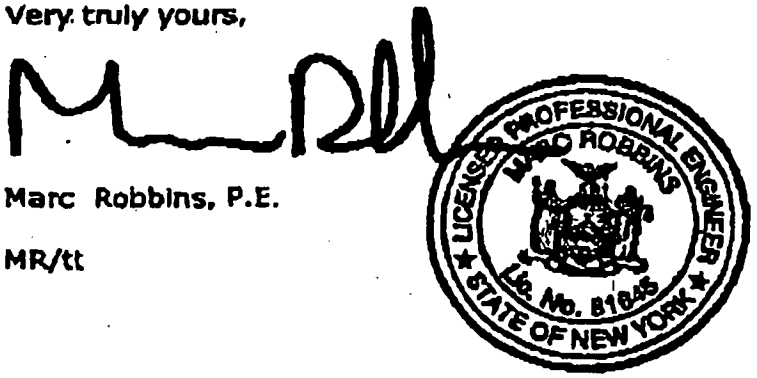
In accordance with your request, we list below estimate of annual electric energy costs for lighting, seasonal heating (Heat Pump operation) air conditioning, and for operating the typical electrical appliances located in a number of typical apartments.

The estimated KWHR per year per square foot and annual cost of electricity per square foot utilized by individual apartments 24.6 KWHR/Sq.Ft./Year and $3.93 per square foot, based on Con Edison rate of $0.16 per KW Hour. The following table lists Annual Cost of Electricity for Typical Apartments.

TYPE BEDRM/BATH	SQ. FT.	TOTAL ANNUAL KWHR	TOTAL ANNUAL COST
4+ / 4	2537 duplex	62410	$9970
3+ / 3	1760	43296	$6917
2+ / 2	1294	31832	$5085
3 / 3.5	1728	42508	$6791
2+ / 3	1744	42902	$6854
2 / 2	951	23394	$3737
1+ / 2	1159	28511	$4555
1 / 1	745	18327	$2928
4+ / 4	2518	61943	$9896
3 / 3	1845	45387	$7251
3+ / 3.5	1852	45559	$7278
3+ / 3	1745	42927	$6858
4+ / 4.5	3056	75177	$12010

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of the Sponsor. Purchasers must be aware that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants, weather, and market conditions.

Very truly yours,



Marc Robbins, P.E.

MR/tt

I.M. ROBBINS P.C.

CONSULTING ENGINEERS / 15 WEST 44TH STREET / NEW YORK, N.Y. 10036
TELEPHONE: (212) 944-5566 / FAX: (212) 944-5597

October 27, 2005

Hudson Waterfront Associates
175 Riverside Boulevard
New York, NY 10069

Attn: Frank Haftel

Re: Professional Offices
Electric Energy Usage
Building "I"

Gentlemen:

The Estimated Electric and Cooling Tower Costs for the non-residential units are as follows:

Professional Office (2474 Sq. Ft.)

Electric – 46,388 KWHR/YR @ 0.16/KWHR = $7,422

Cooling Tower – 7 ½ Tons @ $600/Ton = $4,500

Perimeter Heating - $2,474/Yr.

Professional Office (2752 Sq. Ft.)

Electric – 51,600 KWHR/YR @ 0.16/KWHR = $8,256

Cooling Tower – 10 Tons @ $600/Ton = $6,000

Perimeter Heating - $2,752/Yr.

The Professional Offices are separately metered for use of electricity and gas if required.

Very truly yours,

Irving M. Robbins

IMR/tt

I.M. ROBBINS P.C.

CONSULTING ENGINEERS / 15 WEST 44TH STREET / NEW YORK, N.Y. 10036
TELEPHONE: (212) 944-5566 / FAX: (212) 944-5597

October 4, 2005

Hudson Waterfront Associates
175 Riverside Boulevard
New York, NY 10069

Attn: Frank Haftel

Re: Riverside Project
Building "I"

Gentlemen:

In accordance with your request, we list below reasonable figures of Public Energy Usage for the above subject Residential Area of Project.

1. Public Light & Power	2,400,000 KW/HR/YR @ 0.16/KW/HR	=	$384,000 per yr.
2. Gas Cooking (Single meter)	2,850,000 cu.ft./yr. of gas @ $10.00/1,000 cu.ft.	=	$28,500 per yr.
3. Boilers - #4 Oil	240,800 Gal #4 oil @ $2.00/Gal	=	$481,600 per yr.
Boilers – Gas (Heating & Hot Water)	39,130,000 cu.ft. of gas @ $10.00/1,000 cu.ft.	=	$391,300 per yr.
4. Water & Sewer	35,000 HCF X $4.27/HCF	=	$149,450 per yr.

These figures are consistent with other buildings of similar construction and type. Prices shall vary as per Market rate conditions.

Very truly yours,



Irving M. Robbins

IMR/tt

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

PENMARK
REALTY CORP

PART 20: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAWSECTION 339-i.(1) (iv) COMPLIANCE

June 14, 2006

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
Rushmore
80 Riverside Boulevard
New York, New York 10069 ("Property")

Dear Sir/Madam:

CRP/Extell Parcel H, L.P., ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained Penmark Realty Corporation ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate and brokerage business for over 32 years and have been actively associated with sale and management of condominium and cooperative buildings.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i.(1) (iv) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

In the Firm's opinion, within the framework of Real Property Law Section 339-i.(1) (iv), this method of determining Common Interest is reasonable and equitable.

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

All capitalized terms not defined in this letter shall have the meaning ascribed to them in the Offering Plan.

Very truly yours,

PENMARK REALTY CORPORATION

By: _____
Name: Bernard Friedman
Title: President

COMMERCIAL UNITS

The Condominium will contain 3 Commercial Units to be located on the Sub-Cellar 2, Sub-Cellar 1, Cellar and portions of the First Floor. One of the Commercial Units will initially be utilized as a parking garage (the "Garage Unit") with the entrance to the Garage Unit from a vehicular ramp entered from West 64th Street. The Garage Unit will contain approximately 250 passenger vehicle parking spaces which may be operated up to twenty-four (24) hours a day. It is anticipated that the Garage Unit will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Neither the Condominium Board nor the Residential Board may adopt any rules or regulations or amend the Declaration or By-Laws in any manner which would affect the operation of the garage. The Commercial Units may include retail stores, commercial and professional offices, restaurants, banks, storage space or any other legal uses subject to certain use restrictions set forth in the By-Laws.

The Residential Board will have no right to restrict or limit the method of operation, use or appearance of any Commercial Unit which are permitted by Law. The Commercial Board may adopt rules or approve changes relating solely to the Commercial Units, including rules of operation. No rules affecting the operation of the Commercial Units may be adopted or modified by the Condominium Board without the consent of the Commercial Board. Notwithstanding the foregoing, if the insurance premiums for the Condominium are increased as the result of a particular use of a Commercial Unit, the Commercial Unit Owner of said Unit shall be responsible for such increase in premium. All or any part of each Commercial Units may be leased or subleased by the Commercial Unit Owner, all as more fully set forth in the Declaration. The Commercial Units may be sold without prior notice. The Plan must first be amended should the Commercial Unit be offered for sale. The Residential Unit Owners, other than Sponsor, will have no interest in the rents, profits or revenues from the rental or use of any of the Commercial Units. As more particularly disclosed in the Section entitled "Commercial Unit" in Part I of the Plan, a third party, unrelated to Sponsor has a right of first offer to purchase the Commercial Unit in the event that that Sponsor ever elects to sell the Commercial Unit.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Commercial Units or as to who the tenants or occupants of any portion of the Commercial Units may be, at any time, or as to the uses to which any portion of the Commercial Units may be put at any time (except that the Commercial Units may be used for any lawful purpose), and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

The basis for projecting the share of expenses attributable to the Commercial Units is the Common Interest of such Units except that, as described below and in Schedule B, the Commercial Unit Owners share the costs for contingencies, insurance, heating and hot water, electricity for the Common Elements, management fees, service contracts, taxes and permits, legal and audit and repairs and Maintenance in accordance with their Common Interests, and shares only a portion of other costs, such as the costs associated with housing the Resident Manager, labor and related expenses based upon estimated usage. Other costs such as the costs

for gas, health and fitness center charges, water and sewer are not borne at all by the Commercial Unit Owners because such utilities and/or services are either separately metered for or not used by or do not benefit the Commercial Unit Owners. The Residential Board may submit the matter to Arbitration if it believes the Commercial Units are not paying the expenses fairly attributable to them.

According to the opinion of Penmark Realty Corp., the Common Charges projected to be payable by the owners of the Commercial Units are adequate to cover the Common Expenses fairly attributable to those Units.

The Declaration and By-Laws authorize the special allocation and apportionment of profit and expenses or specific expense item based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Any dispute regarding such allocation or apportionment shall be resolved by arbitration in accordance with the By-Laws, which provides for the arbitration to be conducted before one arbitrator in New York City by the American Arbitration Association.

The Commercial Unit Owners have the right to freely sell their respective Units, or to freely lease all or part of the Commercial Units, as the case may be, without having to first offer the same for sale or lease to any Board.

Certain easements have been reserved to the Commercial Unit Owners in the Declaration. The Commercial Unit Owners and their tenants, successors and assigns to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property, including but not limited to signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building, for the purposes of advertising (i) the sale or lease of any of the Unsold Residential Units and all or any portion of the Commercial Units provided, however, that any such signs are in keeping with the first class luxury nature of the Building and will not block any windows in a Residential Unit, and (ii) the operation of any business of a tenant or occupant of all or any portion of any Commercial Unit. Commercial Unit Owners and their tenants, successors and assigns shall have an easement to erect, maintain, repair and replace from time to time, lights and lighting fixtures on the Common Elements of the Condominium.

The Condominium Board, the Residential Board and the Commercial Board, at the request of Sponsor or a Commercial Unit Owner, will enter into a recognition agreement with any tenant with which Sponsor or a Commercial Unit Owner or its designee has entered into a lease for all or any part of the Commercial Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Boards will agree that so long as there is no event of default under said lease, as would entitle Sponsor or a Commercial Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Boards lien on a Commercial Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Commercial Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other

action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of a Commercial Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if any Board or any other party succeeds to the interests of Sponsor or a Commercial Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord.

Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building. Sponsor's easement will not expire and will remain in effect after the Sponsor no longer owns any Units in the Building. Common Elements may be used by Sponsor for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment on the roofs and facade of the Building (to be located generally on roofs, exterior facades and other Residential Common Elements including stairs and elevator bulkhead, except that to the extent same are located on any exterior façade, the same shall not block any window to any Residential Unit or Non-Residential Unit) and elsewhere on the Common Elements and the conduit and other Facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the Maintenance thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. The aforementioned easements may be used by Sponsor, its designee, tenant, assignee or licensee for its own account or the account of any designee, tenant, licensee or assignee of Sponsor for the purpose of servicing the Condominium or any other building or area. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor, its designee, tenant, assignee or licensee for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the roof, the facade of the Building or any other portion of the Common Elements by Sponsor, its assignee or licensee shall be the exclusive property of Sponsor, its designee, tenant, assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

Notwithstanding anything to the contrary contained the Plan and to the extent permitted by Law, Sponsor reserves the right any time before the Declaration is filed to redesignate either or both of the Commercial Units as a Residential Unit. Any such change may affect the Residential Common Interest and the Common Charges payable by each Residential Unit. Please refer to the Section entitled "Changes and Prices and Units" for further details.

CHANGES IN PRICES AND UNITS

Changes in the Residential Section

Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of any Board, Unit Owner or mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Residential Unit, except that no such change with respect to any Residential Unit for which an Agreement is then in effect may be made without the consent of the Purchaser. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Residential Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Residential Units, but this will not affect any prior or subsequent sale of Residential Units which are not the subject of such change.

Sponsor reserves the right to individually negotiate with each Purchaser, the terms and conditions of the Agreement, including but not limited to terms and conditions pertaining to: purchase price; the amount of the Deposit; financing and other contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; work to be performed in the Unit or the revision of floor plans and the allocation and payment of costs therefor; the availability of Common Charge rebates, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; extensions of time periods within which to perform obligations under the Agreement; the availability of interim leases and the amount of interim rent; and the application of rent towards the Purchase Price. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Leasing and Use of Unsold Units" for further discussion regarding the terms and conditions of any interim leases.

Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers without further amendment to this Offering Plan. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any rights of rescission under an Agreement.

In the event Sponsor agrees, in its sole discretion, to enter into an interim lease for a Unit, Purchasers are advised that the tenancy under such interim lease is not subject to governmental regulation as to amount of rent or terms and that a default under the interim lease will constitute a default under the Agreement.

In order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the

consent of any Board, Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Residential Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more such Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls between one or more Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit, (c) designate a Residential Common Element or Residential Limited Common Element, Commercial Common Element or Commercial Limited Common Element or General Common Element as part of a newly created or expanded Residential Unit, Commercial Unit, Commercial Common Element, Residential Common Element, Residential Limited Common Element or Commercial Limited Common Element or designate all or part of a Residential Unit as a newly created or expanded Commercial Unit, Residential Common Element, Residential Limited Common Element, Commercial Common Element or Commercial Limited Common Element and (d) if appropriate, reapportion among the Unsold Residential Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b), (c) or (d) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Residential Unit, will be made with respect to any Unsold Residential Unit for which an Agreement is then in effect and the Purchaser thereunder is not in default unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, common interest, dimension, floor space or layout of such Unsold Residential Unit. The Common Interest of a Unit may change if there is a change in the floor space or the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

No material change will be made in the size or number of Units and/or in the size or quality of the Common Elements except by amendment to the Plan and, when applicable, by amendment to the Declaration, unless all Purchasers affected by such change consent. Unless an affected purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if an Agreement has been executed and delivered to sponsor for that Unit and the Purchaser is not in default. Unless all affected Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements, and, in such event, Purchasers not in default shall receive a right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation of an amendment setting forth the right to rescind. Sponsor will return any deposit or Deposit promptly to Purchasers who rescind.

Once the Declaration is recorded, no change may be made in the number of Units nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and this Plan are amended with the consent of each Unit Owner whose Unit is so changed. Sponsor will have the right to amend or to cause the Residential Board or Condominium Board to amend the Declaration to reflect any such change and to file such amendment and any necessary plans and specifications in connection therewith.

As long as the layout and dimensions of a Residential Unit conform substantially to the Residential Unit Plans, a Purchaser will not be excused from purchasing the Residential Unit and will not have any claim against Sponsor as a result of any insubstantial or immaterial change or discrepancy.

INTERIM LEASES

Sponsor and the owner of any Unsold Residential Unit reserves the right with respect to any Unsold Residential Unit, prior to the date of closing thereto, to rent or lease such Unsold Residential Unit on an interim basis for such rent and term and on such other conditions as may be agreed to between Sponsor or such owner and a Purchaser. Purchasers are advised that the tenancy under such Interim Lease is not subject to governmental regulation as to amount of rent or terms. No occupancy may commence until a temporary Certificate of Occupancy has been obtained for such Unsold Residential Unit. The interim lease will provide, however, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unsold Residential Unit which is the subject of the interim lease will constitute a default under the interim lease entitling Sponsor or such owner, at its option, to terminate such interim lease in accordance with applicable Law. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease or use and occupancy agreement with respect to the Unsold Residential Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor or such owner, at its option, to terminate such Agreement and to exercise any remedies therein provided; provided however, that before Sponsor or such owner utilizes the default under the interim lease to declare a default under the Agreement, Sponsor or such owner will either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unsold Residential Unit. A Purchaser will have thirty (30) days to vacate an Unsold Residential Unit after a default under the Agreement or the exercise of a right of rescission.

Purchasers entering into an interim lease for an Unsold Residential Unit will be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the interim lease. All other charges or other fees due under an interim lease will be adjusted as of the Closing to the Residential Unit. Notwithstanding any of the foregoing, Sponsor will be under no obligation to enter into any interim lease and no portion of the rent paid under an interim lease will be credited towards the Purchase Price of a Unit unless the interim lease expressly provides.

PROCEDURE TO PURCHASE

A person desiring to purchase a Residential Unit will be required to execute an Agreement in quintuplicate (i.e., five (5) original copies), which will be substantially in the form set forth in Part II of the Plan.

Prospective purchasers shall be afforded not fewer than three business (3) days to review the Plan and all amendments thereto prior to executing an Agreement. If a Purchaser has not received and read the Plan at least three (3) full business days prior to executing an Agreement, a purchaser shall have the right to rescind the Agreement and have the full deposit refunded promptly within seven (7) days after delivering an executed Purchase with the required deposit. The Purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven (7) day period. The Agreement sets forth in detail the terms of sale with respect to each Residential Unit and should be read carefully by each prospective purchaser. Prospective purchasers should be aware that if any conflict exists between the Plan and the Agreement, the provisions of the Plan shall in all events control except where such provisions were requested by Purchaser and agreed to by Sponsor.

Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Residential Unit pursuant to the Agreement shall not be contingent on Purchaser obtaining financing for such purchase.

Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the prospective Purchaser or such Purchaser's attorney. Sponsor will have thirty (30) days after delivery by Purchaser of an executed Agreement and the Deposit required thereby, within which to accept or reject such Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective purchaser, subject to any limitations and requirements imposed by Law.

If an Agreement is not accepted by Sponsor within the aforesaid thirty (30) day period (by Sponsor executing the Agreement and returning same to Purchaser or Purchaser's counsel within the aforesaid thirty (30) day period), the Agreement shall be deemed to have been rejected and canceled and all sums theretofore deposited thereunder, without interest, shall be promptly returned to the prospective purchaser. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to the Plan and without the consent of any Board, to refuse to approve and execute an Agreement for any Residential Unit, except as prohibited by Law. No prospective purchaser will have any claim against Sponsor for Sponsor's failure to execute an Agreement.

The Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

At the time of execution of an Agreement, a Purchaser is required to make a payment in an amount equal to at least the sum of ten percent (10%) of the purchase price (the "Initial Deposit") with an additional five (5%) of the purchase price (the "Additional Deposit") due and

payable no later than the earlier to occur of: (i) six (6) months after the date of the Agreement or (ii) fifteen (15) days after Sponsor presents an amendment declaring the Plan effective, but in no event later than the Closing, subject to collection. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit."

All Deposit checks must be made payable to the direct order of "STROOCK & STROOCK & LAVAN LLP, ESCROW AGENT." All checks delivered in payment of the Deposit (other than any portion thereof paid at Closing) shall be accepted subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Agreement to be canceled and of no further force or effect.

Each prospective purchaser should note that Sponsor is only obligated to provide the equipment, fixtures and furnishings described in the "Description of Property" set forth in Part II of this Plan. If a person desiring to purchase a Residential Unit requests that Sponsor perform special work on such Residential Unit or provide extra furnishings, including, but not limited to, any deviation from the materials or specifications described in the "Description of Property," and Sponsor agrees to perform such special work and/or provide such furnishings, then a description of such work or furnishings shall be inserted as an addition to the Agreement and Sponsor may require such person to pay for said special work or furnishings. However, Sponsor shall be under no obligation whatsoever to agree to perform any special work or provide extra furnishings for a Purchaser, nor shall Sponsor have any obligation to allow a Purchaser or its agents to perform any special work or install extra furnishings prior to Closing. Any and all special or additional work which a Purchaser desires to be performed with regard to a Residential Unit shall be done only upon Sponsor's written consent thereto and Sponsor's approval of all contractors and suppliers in connection therewith, which consent and approval are within the sole discretion of Sponsor. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment or Common Element or in any advertisements with respect thereto, imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to Purchaser unless Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the purchase price for such Residential Unit.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Residential Unit by an official bank check or an unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A RESIDENTIAL UNIT.

After an amendment declaring the Plan effective has been accepted for filing, Sponsor will serve Purchasers with written notice of the originally scheduled Closing Date at least thirty (30) days prior to the originally scheduled Closing Date and, in the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after written notice within which to cure such default, time being of the essence, following which Sponsor shall have the remedies set forth below. A Purchaser may waive written notice of such Purchaser's Closing Date.

At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board, the Residential Board and Sponsor substantially in the form set forth in Part II of the Plan. Failure of the Purchaser to execute and acknowledge the power of attorney shall constitute an event of default.

In the event of any default by a Purchaser under an Agreement where the Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain the both the Initial Deposit and the Additional Deposit (which may be in excess of ten percent (10%) of the Purchase Price) made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate. In addition, Sponsor shall also be entitled to retain (i) any costs or expenses incurred by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Residential Unit to its condition prior to such special work being performed. Sponsor will be entitled to maintain an action against purchaser for such additional costs.

Notwithstanding the foregoing, if and only to the extent that the sale of the Residential Units is not exempt from the provisions of the Interstate Land Sales Full Disclosure Act, the amount of the Deposit to be retained by Sponsor upon Purchaser's failure to cure a default after the expiration of the thirty (30) day notice and opportunity to cure period will be the greater of (i) fifteen percent (15%) of the Purchase Price (excluding any interest owed) or (ii) the amount of damages incurred by Sponsor due to the default. For purposes hereof, "damages" means actual damages resulting from the default, as determined under New York law.

Sponsor will fix dates for closing title to all Unsold Residential Units for which Agreements have been executed by serving notice upon each Purchaser stating the scheduled date of the First Closing setting such Purchaser's Closing Date.

If a Purchaser fails for any reason to close title to the Residential Unit on the originally scheduled Closing Date (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Residential Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Agreement and this Plan, an amount equal to 0.03% of the purchase price of the Residential Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Prior to the closing of title to a Residential Unit, the Agreement prohibits a contract vendee from listing the Residential Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Residential Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Residential Unit acquired from Sponsor for twelve (12) months after acquisition of such Residential Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Residential Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

It is anticipated that the First Closing will occur by the commencement date for the First Year of Condominium Operation as set forth in Schedule B which is September 1, 2008. If the First Closing does not occur by September 1, 2008, as such date may be extended by duly filed amendment to the Plan, Sponsor will amend the Plan to update the budget and to offer Purchasers the right to rescind their Agreements within fifteen (15) days after the presentation of the amendment disclosing the updated budget, and any Purchaser electing rescission will have their Deposits and any interest earned thereon returned. If the Plan is withdrawn or abandoned, the Deposit previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser within fifteen (15) days of the date of such withdrawal or abandonment, in accordance with the provisions herein set forth.

The risk of loss not covered by insurance to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an interim lease or written agreement with Sponsor, at which time such risk to the Residential Unit (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Residential Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Residential Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and Boards of Managers"), the Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Notwithstanding anything to the contrary set forth above, in the event that an Agreement is terminated or rescinded for any reason, Sponsor may retain escrow funds equal to the cost for special work performed at the request of the Purchaser as well as the cost of any work necessary to restore the Residential Unit to its condition prior to such work having been performed.

From and after the Closing of each Residential Unit, Purchaser will become obligated for the payment of Residential Common Charges, real estate taxes and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to such Residential Unit Owner's Unit, whether or not the Residential Unit Owner has taken possession of such Residential Unit Owner's Unit, and whether or not all work required to be performed by Sponsor or anyone else in or to the Residential Unit or the Building has been completed.

Agreements are not assignable without the prior written consent of Sponsor, which consent may be granted or denied by Sponsor in its sole discretion. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement.

At the closing of title and simultaneously with the delivery of the deed conveying a Residential Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board, the Residential Board and Sponsor substantially in the form set forth in Part II of the Plan. Purchaser's failure to duly complete and sign before a notary public and deliver at closing the power of attorney will constitute an event of default under the Agreement, in which case Sponsor may, at its option, cancel such Agreement and retain the Deposit made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate. In addition, Sponsor shall also be entitled to retain (i) any costs or expenses incurred by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Residential Unit to its condition prior to such special work being performed. Sponsor will be entitled to maintain an action against purchaser for such additional costs.

Prospective purchasers should be aware that if any conflict exists between the Plan and the Agreement, the provisions of the Plan shall in all events control except where such provisions were requested by Purchaser and agreed to by Sponsor.

Purchasers should note that the Agreement pursuant to which they will purchase the Unit is sometimes referred to as an "option agreement." This characterization of the Agreement as an option agreement is consistent with Sponsor's intention to treat the Agreement for purposes of applicable provisions of the Internal Revenue Code as similar to an option. If this characterization is respected, the Sponsor will be able to account for the sale of the Units for federal income tax purposes in the same manner as it would be able to account for such sale if the Unit had constituted a separate townhouse or other separate dwelling. Purchaser is not receiving any "options" and if the Purchaser does not close on the Agreement, Purchaser will forfeit Purchaser's Deposit as liquidated damages. Purchasers should note that Sponsor's characterization of the Agreement is not binding on the Internal Revenue Service ("IRS") which

may challenge such characterization. However, even if the IRS was to successfully challenge Sponsor's tax characterization of the Agreement and the Deposit, as described above, there will be no adverse tax or other consequences to the Purchaser. Sponsor cannot compel specific performance as a remedy against the Purchaser. Sponsor is bound, however, to sell to a Purchaser that elects to perform all of Purchaser's obligations under the Agreement and specific performance is a remedy available to Purchaser in the event of a Sponsor default under the Agreement.

Escrow and Trust Fund Requirements

All Deposits received by Sponsor under an Agreement will be held in escrow in conformity with the provisions set forth below.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in an Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All Deposits made by Purchasers prior to the closing of each individual transaction, will be placed, within five (5) business days after tender of the Deposit and executed Agreement by Purchaser to Sponsor or Selling Agent, in a segregated special escrow account of Stroock & Stroock & Lavan LLP, the escrow agent (the "Escrow Agent"), whose address is 180 Maiden Lane, New York, New York 10038 and whose telephone number is (212) 806-5400. Escrow Agent has established a master escrow account at Bank of America with a branch located at 1185 Avenue of the Americas, 15th Floor, New York, New York 10036 entitled Stroock & Stroock & Lavan LLP, Escrow Account Number [redacted] (the "Master Escrow Account"). The attorneys who are signatories on this account authorized to withdraw funds are: Leonard Boxer, Esq., Stuart Coleman, Esq., Brian Diamond, Esq., Michel Evanusa, Esq., Ross Moskowitz, Esq., Lawrence Handelsman, Esq., Martin Neidell, Esq. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form set forth in Part II of the Plan or a Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for Residential United States Tax Withholding), in the form set forth in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8BEN, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, signed and fully completed with the taxpayer identification number, if required, the Deposit will remain in the non-interest bearing checking portion of the Master Escrow Account and Sponsor will have no obligation to provide interest to a Purchaser. At such

time as the Deposit is released, any Deposit which has been transferred to an individual interest bearing sub-account in the name of the Purchaser will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon. Bank of America is covered by federal bank deposit insurance to a maximum of $100,000 per individual deposit. The following are special risks of this offer: (i) if a Purchaser makes a Deposit in excess of $100,000 for the purchase of a Residential Unit, such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000.

The Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent together with a fully executed Agreement.

Acceptance of the Deposit by Sponsor or Selling Agent and the placement of the Deposit into the special escrow account, shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes an Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser tenders a Deposit without an executed Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within five (5) business days after tender, if the Deposit has not been deposited into escrow, and (ii) at any time, if the Deposit has been deposited into escrow.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow savings account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts which varies. When last confirmed by Sponsor, the rate was 1.35% for Deposits. Sponsor makes no representations or guaranties that the interest rate paid on Deposits will not increase or decrease and makes no representations regarding the interest which will be paid on the Deposits. Interest will begin to accrue within: (i) three (3) business days, if the Deposit is cash or cash equivalent, or (ii) five (5) business days, if the Deposit is other than cash or cash equivalent. All instruments shall be made payable directly to the order of "Stroock & Stroock & Lavan LLP, as Escrow Agent." Endorsed instruments will not be accepted. Information regarding the Escrow Account may be provided to Sponsor and Sponsor's construction lender which may be entitled to access to records with respect thereto.

ESCROW AGENT'S NOTICE THAT THE DEPOSIT HAS BEEN DEPOSITED WILL NOT MEAN THAT PURCHASER HAS BEEN APPROVED AS A PURCHASER OR THAT THE AGREEMENT HAS BEEN SIGNED BY SPONSOR. IT SIMPLY MEANS THE CHECK HAS BEEN DEPOSITED.

In the event a check delivered by a Purchaser fails of collection, the Agreement will be deemed void ab initio (as if the Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within five (5) business days of Sponsor receiving notice from Escrow Agent of such failure of collection.

Before funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided herein. A bond, letter of credit or other security may be substituted for the escrow account only after the Office of the Attorney General approves in writing the use of such alternate form of security.

With respect to the release of the Deposit, under no circumstances shall Sponsor apply for a release of the Deposit of a defaulting purchaser until after consummation of the Plan. The consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL Section 352-h. Within ten (10) business days after tender of the Initial Deposit, Escrow Agent will notify Purchaser that such funds have been deposited into escrow and will provide the account number and the initial interest rate, if any. If Purchaser does not receive notice of such Deposit within fifteen (15) business days after tender of the Deposit, (i) Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the Deposit or (ii) Purchaser may apply to the Attorney General of the State of New York for relief.. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations.

Escrow Agent will hold the Deposit in escrow until otherwise directed in:

(i) a writing signed by both Sponsor and Purchaser; or

(ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the Deposit, Escrow Agent will not pay the Deposit to Sponsor until Escrow Agent has given Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to Sponsor unless Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and has so notified Escrow Agent in accordance with such provisions and Escrow Agent has received such notice.

Sponsor shall not object to the release of the escrowed funds to:

(1) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or in an amendment to the Plan; or

(2) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

Purchaser will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under the Agreement.

Purchasers and Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Deposit and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is set forth in Part II of the Plan. The party applying for a determination must send to all other parties by certified mail, return receipt requested, a copy of the application.

Pending the determination of the Attorney General to grant or deny the application, Sponsor, Purchaser and Escrow Agent shall abide by any interim directive issued by the Attorney General.

If the application permitting release of funds is granted, the deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted.

The Attorney General shall act upon the application within thirty (30) days after its submission to the Office of the Attorney General, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons.

If the application seeking release of funds is denied, the escrow agent shall continue to hold the deposit and any interest earned thereon until: (1) both the sponsor and purchaser direct payment to a specified party in accordance with a written direction signed by both the sponsor and purchaser; or (2) a judgment or order of a court of competent jurisdiction is served on the escrow agent; or (3) the escrow agent deposits the disputed amount into court.

In no event shall the Escrow Agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of the Sponsor and Purchaser.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent.

Sponsor has agreed to indemnify Escrow Agent from all costs, claims, expenses and damages incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the escrow agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the escrow agreement or involving gross negligence of Escrow Agent.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement, if any. Escrow Agent's fees and

disbursements will neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Escrow Agent will maintain all records concerning the Master Escrow Account for seven years after the release of funds. The Department of Law may perform random reviews and audits of any records involving escrowed accounts to determine compliance with the applicable statute and regulation.

Purchasers are advised that a Purchaser may challenge the right of the Sponsor to retain a deposit in excess of 10% in a court of law, however, Sponsor makes no representations or guarantees that Purchaser will be successful and Purchaser shall be required to pay all costs and expenses associated with same.

Sponsor may agree to modify the floor plans and finishes of certain Residential Units or to do special work or provide extras to the Residential Units as requested by individual Purchasers as negotiated by Sponsor and Purchaser. Purchaser shall bear the cost of such modification to floor plans and finishes. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall be initially placed in escrow and shall be paid to Sponsor by the escrow agent to be used by Sponsor to pay for such work. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds used for special work or extras.

The Plan and all Agreements are subject to the requirements of Section 71-a(3) of the Lien Law a copy of which is set forth in Part II of the Plan and incorporated into the Plan and the Agreement by reference. Please refer to Part II of the Plan for further details.

EFFECTIVE DATE

Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., Agreements signed by bona fide purchasers for 15% of the Units offered under the Plan). The Plan must be declared effective when Agreements have been executed by prospective purchasers and accepted by Sponsor with respect to eighty (80%) percent of the Units offered for sale. The Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to fifteen (15%) percent of the Units being offered for sale under the Plan.

Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., Agreements signed by bona fide purchasers for fifteen percent (15%) of the Units offered under the Plan). The Plan must be declared effective when Agreements have been executed by prospective purchasers and accepted by Sponsor with respect to eighty (80%) percent of the Units offered for sale. The Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to twenty-five (25%) percent or fewer (but in no event less than fifteen (15%) percent) of the Units being offered for sale under the Plan.

The Plan will not be declared effective based on Agreements: (i) signed by purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) signed by purchasers who have not been afforded at least three (3) business days to review this Plan and all filed amendments prior to executing an Agreement or at least seven (7) days to rescind; or (iii) signed by any purchaser who is Sponsor, the Selling Agent, the Managing Agent, or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of either (except that such a purchaser other than Sponsor or a principal thereof may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that the purchaser is bona fide).

This Plan will be declared effective either by: (a) personal service of written notice to all purchasers and, within five (5) business days following such notice, an amendment to this Plan confirming that this Plan was declared effective as of the date of such notice will be submitted to the Department of Law, which amendment, upon acceptance for filing, will be delivered to all purchasers; or (b) by duly filed amendment to this Plan. The closing of title with respect to any Unit shall in no event take place prior to the acceptance for filing of such amendment to this Plan.

Prior to being declared effective, the Plan may, at the option of Sponsor, be abandoned at any time for any reason. After the Plan has been declared effective, the Plan may be abandoned in the event of: (a) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, cured or complied with without litigation or for less than one-half of one percent of the total offering in the aggregate, (b) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date

set for the First Closing for less than one half of one percent of the total offering; or (c) a taking of all or part of the Property in condemnation proceedings or by eminent domain. Any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

In the event the Plan is withdrawn or abandoned, it will be by a duly filed amendment and all Deposits, together with interest earned thereon, if any, will be returned to Purchasers within fifteen (15) days following such withdrawal or abandonment. Upon the return of the Deposits, together with any interest earned thereon, the Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Agreements. Funds received by Sponsor from a Purchaser for modified or additional work in Residential Units, if any, will not be returned to such Purchaser following withdrawal or abandonment of the Plan. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and, in the case of an abandonment, shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all funds received.

TERMS OF SALE

The term "Closing" as used herein refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the purchase price for such Unit. The Closing to each Unit shall be held at the offices of Sponsor's attorneys, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 or at such other place as Sponsor may designate on not less than two (2) business days' prior notice. The Closing to each Unit shall take place only after or concurrently with the following events:

a. the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted;

b. the recording or filing of the Declaration, By-Laws, Floor Plans and engineer's and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable Law and such other documents as may be required by Law;

c. either (i) the release of the Unit and its appurtenant interest in the Common Elements from the lien of all mortgages, if any, or (ii) if the Purchaser is obtaining financing on such Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Unit and its appurtenant interest in the Common Elements;

d. the delivery to Purchaser of written notice of the time and place of the Closing to the Unit at least thirty (30) days prior to the Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

e. the execution and delivery by Sponsor of a bargain and sale deed with covenants against grantor's acts (which deed shall be substantially in the form set forth in Part II of the Plan) conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances;

f. the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the Unit, and the assignment by Sponsor to the Condominium Board or Residential Board of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the General Common Elements, Residential Common Elements or Residential Limited Common Elements, as the case may be. (Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit);

g. the execution and delivery by Purchaser of the Power of Attorney, the form of which is set forth in Part II of the Plan;

h. the issuance of a temporary or permanent certificate of occupancy for the entire project or, issuance of a partial, temporary or permanent certificate of occupancy for the Unit closed or the Building in which the Unit is located; and

i. if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the purchase price of the Unit, insuring that (i) Purchaser has fee title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which the Unit's title is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the purchase price of the Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor elects to repair any such damage, Purchaser's Agreement will remain in full force and effect, and Purchaser shall not have the right to reject title or receive a credit against or an abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. If Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, the Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Agreement, together with interest earned thereon, if any, and neither party shall have any further liability to the other except (i) if Purchaser is in default under the Agreement, Sponsor will retain any such sums as and for liquidated damages and (ii) Sponsor may retain escrow funds equal to the cost for special work performed at the request of the Purchaser as well as the cost of any work necessary to restore the Residential Unit to its condition prior to such work having been performed.

Title to each Residential Unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in this Plan and the proposed Residential Unit Deed.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments.

The acceptance of a deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan) and in General Business Law Section

352-e to survive delivery of the deed. The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of "punch list" work to be completed in the Unit by Sponsor following the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser on the inspection statement. A Purchaser shall receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph. as more particularly set forth in the Agreement in Part II of the Plan and as described in the Section of the Plan entitled "Rights and Obligations of Sponsor." A Purchaser who fails to inspect such Residential Unit shall be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. After Closing of title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Residential Unit. This may include "move in" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents damage the Common Elements or another Residential Unit during the move in.

In no event will Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber and wood trim shrinkage or warpage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level or straightness of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows, vents, electrical outlets and similar openings in the wall, in accordance with customary practice and professional standards (ix) noise from normal plumbing, heating, ventilating and air conditioning operation; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching, (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, or due to homeowner's failure to maintain consistent temperature; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, waterclosets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Unit Closing, paint

touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete used in cellar walls and paving; (xix) discoloration to hardware and plumbing finishes; (xxi) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xx) scratched, dirty or cracked lenses in light fixtures; or (xxi) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiii) salting or color variation in exterior colored mortar and deep colored brick. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREFOR. IF PURCHASERS OR ANY BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins within the Condominium. There is no warranty as to view or light quality. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control. See the Section entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Sponsor's Obligations With Respect to the Building" in Part I of the Plan for further discussion.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any insubstantial variations from the Plans and Specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan or (ii) variations from the Plans and Specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation affecting the Property which is material will be disclosed in a duly filed amendment to the Plan.

All personal property located within the Unit on the date the Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance to Purchaser unless specifically excepted in the Plan, as same may be amended from time to time.

CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Agreement, in addition to Purchaser's own legal fees, Purchaser will pay the closing costs set forth below at the time of the closing of title of the Purchaser's Unit. Recording charges, fees and taxes are based on rates in effect on the date of the Plan and are subject to change without notice and a Purchaser will not be relieved of Purchaser's obligation under an Agreement by reason of any change in such charges, fees or taxes.

(a) Purchaser will pay a contribution to the Working Capital Fund of the Residential Section in an amount equal to two (2) month's Residential Common Charges then applicable to each Unit being purchased.

(b) Purchaser will pay the cost for title insurance. which will vary depending upon the purchase price of the Residential Unit. The premium as of the date of this Plan for owner's title insurance is currently seventy percent (70%) of the sum of $402 for the first $35,000 of fee insurance plus from $6.67 to $2.76 for each $1,000 of additional fee insurance or fraction thereof depending on the amount of insurance. The premium for mortgage title insurance is currently seventy percent of the sum of $344 for the first $35,000 of coverage plus from $5.55 to $2.31 for each $1,000 of additional mortgage title insurance or fraction thereof depending on the amount of insurance. These rates are subject to change without notice. Each title company utilized by a Purchaser must agree to submit all real estate transfer tax forms required to be submitted in connection with the conveyance of a deed to a Purchaser and all transfer taxes due in connection therewith (as more particularly summarized in subparagraphs (e) and (f) below) and will be obligated to indemnify Sponsor for such title company's failure to file such transfer tax forms and remit the required transfer taxes in connection therewith in a timely manner.

(c) Purchaser will pay a fee for recording the deed, Power of Attorney, mortgage, if any and any other document being $42.00 for each deed and $17 for each additional instrument plus $5.00 per page as collected by Commonwealth Land Title Insurance Company (each title company establishes its own additional service and surcharges in this regard).

(d) If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s); alternatively, Sponsor may require, in its sole discretion, that a Purchaser, who is financing the purchase of said Unit with a purchase money loan secured by a mortgage (the "Purchase Money Mortgage"), must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage as determined by Sponsor. Upon such assignment, the Purchase Money Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor shall be solely entitled to the benefits of such exemption and accordingly, Purchaser must pay

to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchase Money Mortgage.

(e) Purchaser will pay the New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Residential Unit is 1.425% of the purchase price, assuming a purchase price over $500,000 and the New York State Real Estate Transfer Tax ("NYS Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit. Purchasers will also be obligated to pay the filing fee for the RPT Tax form which is currently $75.00. For Commercial Units, the RPT Tax due upon sale is 1.425% where the purchase price is $500,000 or less and 2.625% where the purchase price is over $500,000. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to tax. Therefore, the steps to compute the tax are:

I Multiply the purchase price by the RPT Tax rate to compute the City tentative tax.

II Multiply the purchase price by the NYS Tax rate to compute the tentative NYS Tax.

III Add the tentative taxes to the purchase price.

IV Multiply (iii) by the RPT Tax rate to determine the RPT Tax payable.

V Multiply (iii) by the NYS Tax rate to determine the NYS Tax payable.

Example for the purchase of a Residential Unit :
Purchase price = $2,575,000

(1)	$2,575,000 x 1.425%	= $ 36,693.75
(2)	$2,575,000 x .4%	= $ 10,300.00
(3)	$2,575,000 + $46,993.75	= $2,621,993.75
(4)	$2,621,993.75 x 1.425%	= $ 37,363.41
(5)	$2,621,993.75 x .4% (rounded up)	= $ 10,488.00

Under the current policies of the City of New York Department of Finance, where a purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer, the NYC RPT Tax rate will be 2.625% (this may be the case even if the Residential Units are transferred to the purchaser pursuant to separate sales contracts with separate closing dates). Purchasers of Residential Units should consult their own tax advisors regarding recent New York City Tax Appeals Tribunal decisions rejecting the application of the higher commercial rates of the NYC RPT Tax to purchasers of multiple residential condominium units. There is also no guarantee that The City of New York will not change its positions with respect to

the foregoing or require that each Purchaser's allocable portion of the cost of the Superintendent's Apartment be included in the total consideration.

(f) If the purchase price of the Residential Unit is $1,000,000 or more, Purchaser will pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently one percent (1%) of the purchase price (the computation of which shall include the RPT Taxes and NYS Taxes as described above).

(g) The legal fees of Sponsor's attorneys in the amount of $2,000 will be payable by a purchaser to Stroock & Stroock & Lavan LLP. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Stroock & Stroock & Lavan LLP, in connection with the closing of title to Purchaser's Unit: If the Purchaser requests the Closing to occur other than at the offices of Stroock & Stroock & Lavan LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $700 for each Closing held in any borough outside Manhattan. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement. Purchaser may pay more than one fee pursuant to this paragraph with respect to a single Unit. In addition to an attendance fee in connection with a completed Unit transfer, Sponsor's attorneys shall also be entitled to an attendance fee of $500 if the scheduled closing is adjourned through no fault of Sponsor, the determination of which shall be within the sole discretion of Sponsor's attorneys. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one request.

(h) Purchaser will pay a share of the cost of purchasing the Resident Manager's Apartment allocated in accordance with the Residential Common Interest of each Residential Unit, as more particularly described on Schedule A, "Purchase Prices and Related Information." The costs of maintaining the Resident Manager's apartment will be a Residential Common Expense, as more particularly described on Schedule B, "Projected Budget for First Year of Condominium Operation."

(i) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. As of June 1, 2005, the mortgage recording tax for mortgages for Residential Units where the mortgage is under $500,000 is $2.05 for each $100 of principal. The mortgage recording tax for Residential Units for mortgages in the amount of $500,000 or greater is $2.175 for each $100 of principal. The tax is reduced for Residential Units in both instances by $30.00 if the mortgage principal exceeds $10,000. For Commercial Units, the mortgage recording tax for mortgages of less than $500,000 is $2.05 for each $100 of principal and for mortgages of more than $500,000 such tax is $2.80 for each $100 of principal. No representation or warranty is

made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources. As previously stated in paragraph (e) above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed. In addition, where a Purchaser obtains a mortgage loan, the Purchaser will be responsible for all costs associated therewith, including, without limitation, costs incurred in connection with the mortgage application, bank's attorney, survey, appraisal, credit report and points.

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The following table illustrates the projected closing costs (based on current rates) for Unit 21B at a Purchase Price of $2,800,000, assuming such Purchaser finances seventy (70%) percent (i.e., $1,960,000) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$ 7,191.00
Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	$ 124.00
Mortgage Loan Closing Costs - recording mortgage (assuming 20 pages)	$ 132.00
- mortgage recording tax at 2.05% of mortgage under $500,000 or 2.175% if $500,000 or more (less $30 exemption for first $10,000) a portion of which will be paid directly to Sponsor	$ 42,630.00
- mortgage title insurance (if purchased simultaneously with fee title insurance)	$ 1,387.00
- other bank charges (appraisal fee of $275 and legal fees of $350 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$ 625.00
RPT Tax and NYS Transfer Tax (inclusive of $75 filing fee for New York State Transfer Report RP-5217NYC)	$ 52,107.58
Mansion Tax if purchase price is over $1,000,000 (increased by RPT Tax and NYS Transfer Tax bulk-up)	$ 28,511.00
Working Capital Payment (two month's common charges)	$ 2,534.00
Closing Fee (assuming the closing occurs at the offices of Sponsor's counsel) +	$ 2,000.00
Resident Manager's Allocable Share per Schedule A	$ 4,391.00
TOTAL	$141,632.58

The projected closing costs referred to above are approximate and are not guaranteed. Purchasers are advised that they are responsible for all mortgage loan closing costs which vary widely among different lenders (who may include points) and also will vary depending on the loan program chosen.

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender one-twelfth (1/12) of the estimated annual real estate taxes and tax assessments which are assessed or to be assessed against the Unit, together with one-twelfth (1/12) of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due and such sums may be due even if a real estate tax escrow is paid to the Condominium Board at Closing.

All legal costs, fees and expenses of Sponsor's attorneys, other than those specifically set forth above, will be the sole responsibility of Sponsor.

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Residential Common Charges for the month in which title closes and (c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering Purchaser's Residential Unit. Sponsor may also collect, on behalf of the Condominium Board, Residential Common Charges for the month following the month in which the Closing occurs. In the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, each Unit Owner will pay a pro rata share in the proportion that such Unit's Purchase Price bears to the aggregate Purchase Price of Units of all real estate taxes with respect to the Property to the Condominium Board as Common Charges. (please refer to Schedule A for an estimate of real estate taxes payable during the first year of Condominium operation). In addition, to the extent the Units will not be separately assessed, Sponsor may collect at Closing, on behalf of the Condominium Board, real estate taxes due and payable for the tax periods in which the Units will not be separately assessed. The Condominium Board will pay such taxes either to the Finance Administration of The City of New York when due or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay such Unit Owner's pro rata share as set forth above, the Condominium Board will have a lien on such Unit for non-payment of Common Charges. (See the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled – "Common Charges: Collection and Lien for Non-Payment, Attachment of Rent" for further discussion.) At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay such taxes directly to the taxing authority.

If a Purchaser fails for any reason to close title to the Residential Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Agreement and this Plan, an amount equal to 0.03% of the purchase price of the Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Except as specifically set out in this Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of this Plan, the creation of the Condominium and the initial sale of Residential Units, including, but not limited to, all selling expenses and commissions payable to Selling Agent for the initial sale of Residential Units pursuant to this Plan, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor (see the Section entitled "Rights and Obligations of Sponsor".)

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations with Respect to the Building

Subject to the terms and conditions of the Plan, Sponsor shall have the following obligations and all Purchasers upon execution of their respective Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor will diligently, expeditiously and at its sole cost and expense, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete construction of the Building substantially in accordance with the Plans and Specifications. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that:

(i) any materials, appliances, equipment and fixtures which Sponsor may substitute shall be similar products of substantially equal or better quality or design; and

(ii) Sponsor shall not materially change the size or location of the Units or Common Elements if such changes affect the percentage of common interest or adversely affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect, unless all affected Unit Owners and contract vendees consent in writing to such change.

Under the present construction schedule, it is anticipated that, except for finishing work to stairways, hallways and other areas of the Building which are not intended for the exclusive use of any one Unit Owner and specialized work, if any, which Sponsor agrees to perform in individual Units at the request of Residential Unit Owners, a first temporary certificate of occupancy could be issued in September, 2008 and the Building will be substantially completed by the autumn of 2008, subject to Unavoidable Delays. Sponsor, however, makes no warranty or representation as to the date of the issuance of the temporary certificate of occupancy or the date of substantial completion due to Unavoidable Delays. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operations, construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction, which may occur at all hours and could compromise the Building's security systems. During this period, various building systems, including but not limited to water supply, air conditioning,

heating, cooling, ventilating and elevators, may need to be shut down temporarily. Sponsor and its designees, including tenants performing work in the Commercial Units, will have the right to complete construction of the Building and shall have an easement through all parts of the Building, including the Units and the Common Elements in furtherance thereof and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular Section of the Building is complete or a particular floor is fully occupied by Residential Unit Owners. The Condominium Board and or Residential Board may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a permanent certificate of occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels.

(b) Sponsor will obtain a temporary or permanent certificate of occupancy for the Building. A permanent Certificate of Occupancy is required for permanent residential use of the Building and the Residential Units. Temporary residential use of the Building is permitted upon the issuance of a temporary Certificate of Occupancy, but if a temporary Certificate of Occupancy, which may be extended up to a total of two (2) years, expires prior to obtaining a permanent Certificate of Occupancy, residential occupancy of the condominium will be in violation of the Multiple Dwelling Law, subjecting the occupants of the Building, the Residential Unit Owners and the Condominium Board to penalties under the Multiple Dwelling Law, including, possibly, the eviction of residential occupants. Sponsor makes no representation or guarantee that the Department of Buildings will issue a permanent certificate of occupancy within two (2) years after issuance of the first temporary certificate of occupancy. In the event that Sponsor does not obtain a permanent certificate of occupancy for the Building, the Condominium Board will be obligated to obtain the permanent certificate of occupancy and any costs associated therewith could be assessed against all Unit Owners as a Common Expense.

(c) Each Residential Unit and the fixtures and personal property contained therein are being sold and delivered as described in the Plan, at the time of transfer of title to such Residential Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Residential Unit, and the fixtures and personalty contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Residential Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if the Purchaser finds that Sponsor's improvements to the Unit have not been completed, although such improvements have been substantially completed, then Sponsor and the Purchaser in question will immediately thereafter agree to include on the inspection statement a list of incomplete work of a nature to be completed in the Unit by Sponsor following the Closing for the Unit in question. The

failure of Sponsor to complete such work shall not be a ground for Purchaser delaying the Closing. Sponsor shall have no obligation to complete any work described herein which is not specifically designated on the inspection statement by the Purchaser, except for work necessary to cure violations and to obtain a temporary or permanent Certificate of Occupancy. Notwithstanding anything to the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for consequential damages (whether based upon negligence, breach of contract, breach of warranty or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan. Sponsor will provide each Purchaser with notice of the date and time of the inspection of the Unit prior to closing as more particularly set forth in the Plan and will establish such procedures as may be required, in Sponsor's discretion, to complete the inspection of the Units and perform necessary punch list work therein. In the event a Purchaser fails to inspect a Unit after notification and an opportunity to perform such inspection, Sponsor reserves the right, in its discretion, to postpone the scheduled Closing or to deem Purchaser to have waived the right to cause punch list work, if any, to be completed. After closing of title to each Residential Unit, the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Residential Unit. During the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to those periods when the elevators and other access to the Building are being utilized by the construction trades.

(d) If Sponsor fails to obtain a permanent Certificate of Occupancy for the Property prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Agreements (see the Section entitled "Procedure To Purchase") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e(2-b)and 352-h, provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete all alterations and improvements to be performed by Sponsor, then the amount exceeding the sum so certified by Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent an unconditional, irrevocable letter of credit, deposit cash or post a surety bond, or provide other collateral acceptable to the Department of Law, in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy. Any amount held in escrow, in excess of the amount certified as reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, can be released from escrow upon the receipt by Escrow Agent of a request by Sponsor. Escrow Agent will rely entirely upon such certificate in releasing such funds and will not make any independent inquiry or evaluation. All interest and income on such escrowed funds may be paid to Sponsor, as and when earned and collected. The fact that various portions of the Common Elements or other Units may not have been completed prior to a scheduled Closing, shall not provide a basis for Purchaser delaying the closing or receiving any abatement or credit against the Purchase Price.

(e) Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Residential Board, on behalf of all Unit Owners, or the

Condominium Board, on behalf of all Unit Owners, as the case may be, the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to the Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

(f) Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins within the Condominium. There is no warranty as to view or light quality. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control.

(g) Prior to the Closing of title for each Unit, Sponsor will cause such Unit and its appurtenant Common Interest, benefits, rights and easements as described in the Declaration and By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by the Purchaser).

(h) Sponsor will bear all costs and expenses incurred by it in connection with the creation of the Condominium and the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

(i) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(j) Sponsor shall have only such obligation to defend any suit or proceeding arising out of Sponsor's material acts or omissions or to indemnify any Board(s) or Unit Owner(s) in any such action or proceeding.

(k) Following the issuance of a permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Condominium Board a complete set of "as built" mechanical, electrical and plumbing drawings for the entire Building.

(l) In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building.

(m) Sponsor will pay all Common Charges, special assessments and real estate taxes allocated to any Unsold Units or Commercial Units in accordance with the provisions of the By-Laws. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units. Sponsor will fund its financial obligations from proceeds from the sales of Units, rental income from Unsold Units, and financing. No bond or other security will be posted by Sponsor with respect to this obligation.

(n) In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners or the Condominium Board do not resolve to make such repair or restoration pursuant to the By-Laws, the Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, (i) if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor will retain all such sums as and for liquidated damages and (ii) Sponsor will be entitled to reimbursement for the cost of any special work performed in the Residential Unit at the request of the Purchaser together with the cost to restore the Residential Unit to the condition it was in prior to the special work having been performed.

(o) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the section entitled "Rights and Obligations of Unit Owners and the Boards of Managers") the cost of which insurance has been reflected in the Projected Budget set forth in Schedule B.

(p) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(q) Sponsor is obligated to deliver to the Condominium Board all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First Closing.

(r) Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer (other than to purchasers under the Plan) of ten (10) or more Units or twenty percent (20%) of the Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under this Plan, applicable Law or regulations.

(s) New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to provide carbon monoxide detectors in each Unit in accordance with New York City Local Law 7 of 2004. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations.

(t) Construction of the Building is being financed by Hypo Real Estate Capital Corporation, for itself and as agent for any other lenders who participate in the construction loan (the "Construction Lender"), which financing is secured by, among other things, mortgages and security agreements (collectively the "Construction Loan"). Under the terms of the By-Laws, if required under the terms of any Permitted Mortgage, in the event of a default under such Permitted Mortgage (including the Construction Loan), the Permitted Mortgagee will be entitled to designate, remove or replace the members of the Boards which the Unit Owners whose Units are subject to the lien of said Permitted Mortgage have designated. Under the terms of the Construction Loan, Sponsor has agreed that it will not

(or allow the members on the Condominium Board appointed by Borrower to vote or give consent to) (i) take or omit to take any action to modify, change, supplement, alter, amend or terminate any of the Condominium Documents, (ii) waive or release any of Sponsor's rights under the Condominium Documents, (iii) vote, give consent or waive any right of Sponsor if, the result of such vote or consent would be to impair the rights of the Construction Lender or the lien of the Construction Loan, (iv) approve (x) any borrowing of money on behalf of the Condominium which would result in the creation of any lien on any portion of the Units, (y) any addition to, or alteration or improvement of, the common elements, or (z) decrease the size or subdivide any of the Units or combine any of the Units with any other unit, or (v) cause the Condominium to fail to maintain or diminish in any material respect the insurance policies required to be maintained pursuant to the applicable Condominium Documents. As a further condition to Construction Lender agreeing to release the individual Residential Units from the lien of the Construction Loan, Sponsor has agreed that on or before the First Closing, Sponsor will cause each of the members of the Condominium Board appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other Person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of money which Sponsor has the right to exercise or receive under the Condominium Documents.

(u) Sponsor has reserved the right to rent or lease any Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Units for any lawful purpose. Except where otherwise prohibited by Law, certain Units may be occupied under short term leases, having a term in excess of thirty (30) days. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. As a consequence, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no investment in their Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

(v) All representations under the Plan, all obligations pursuant to the GBL and such additional obligations under the Plan which are to be performed subsequent to the closing of each Unit will survive delivery of the deed.

(w) Except as required by Law, no bond or other security has been furnished by Sponsor to secure Sponsor's obligations including Sponsor's obligations to complete construction of the Condominium.

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Unsold Residential Units. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Residential Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personality or fixtures contained therein.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Residential Unit Owners under their respective Agreements or to include any financial limitation on Sponsor's liability for failure to perform its obligations under the Plan. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures to be provided or performed by Sponsor or located at the Property other than as set forth in the Plan. Notwithstanding anything to the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for consequential damages (whether based upon negligence, breach of contract, breach of warranty or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan.

Obligations of Sponsor hereunder with respect to the Residential Section shall be enforceable by the Residential Board on behalf of Residential Unit Owners and obligations with respect to the General Common Elements shall be enforceable by the Condominium Board on behalf of all Unit Owners. To the extent permitted by Law, Sponsor will have no liability to any Purchaser, subsequent purchaser of a Unit, Unit Owner, the Residential Board or Condominium Board with respect to its obligations under the Plan (other than for actual, non-consequential damages, including property damage, personal injury or wrongful death, arising as a result of the negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan) in excess of the net proceeds paid to Sponsor from the sale of all Unsold Residential Units after payment of, or reasonable reserve for, any liabilities of Sponsor arising out of the consummation of the transactions contemplated in the Plan.

Except as set forth above or as required by Law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective Residential Unit deeds. In the event Sponsor is not financially able to perform its obligations under the Plan, sales will cease and the Plan will be amended to offer rescission to purchasers, if any.

Sponsor has obtained construction financing for the project as more fully set forth in the Section of the Plan entitled "Description of the Property and Improvements" and anticipates obtaining a permanent certificate of occupancy for the Building within two (2) years after the First Closing.

Leasing and Use of
Unsold Residential Units

Sponsor and its designee have reserved the right to rent or lease any Unsold Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Units for any lawful purpose. Except whereas prohibited by Law, certain Units may be occupied under short-term leases. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no investment in their Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. purchase as a home as opposed to as an investment).

Sponsor and its designee reserve the right, without prior notice or amendment to the Plan, to use Common Elements and Unsold Residential Units on any floor of the Building as sales and rental offices and model apartments for the Building and any other building in which Sponsor or principals of Sponsor have an interest. In the event Sponsor or its designee thereafter elects to sell any such Unsold Residential Units, Sponsor or its designee may require the purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment (or any Common Elements appurtenant thereto) or any advertisement therefor, imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to the Purchaser of the Residential Unit unless expressly agreed to by Sponsor on such terms and conditions as may be mutually agreed by the parties.

CONTROL BY SPONSOR

There is no limit on the length of time that Sponsor may control the Residential Board or the Condominium Board. The Sponsor has the right to appoint a majority of the members of the Residential Board and the Condominium Board (and therefore control such Boards) for a period ending on the date which is five (5) years from the First Closing unless the Sponsor voluntarily relinquishes such right prior to the expiration of such five year period. After the date which is five (5) years from the First Closing, Sponsor may continue to control the Condominium Board and the Residential Board if it has sufficient votes to elect a majority of the members of the Residential Board. Accordingly during the period ending on the date which is five (5) years from the First Closing, Sponsor could control the Residential Board and the Condominium Board notwithstanding the fact that Sponsor no longer owns Units. Sponsor reserves the right to relinquish and regain voting control of the Residential Board and the Condominium Board at any time. During the period that Sponsor controls the Condominium Board or the Residential Board, as the case may be, Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners and will determine the Residential Common Charges to be paid by all Residential Unit Owners. The Residential Board shall initially consist of two (2) persons designated by Sponsor, and the Condominium Board shall initially consist of the two (2) members of the Residential Board, and one (1) person designated by the Commercial Unit Owner (who shall comprise the initial Commercial Board).

The Residential Board will call for a special meeting of the Residential Unit Owners to elect a new Residential Board (the "First Annual Meeting") no later than one (1) year after the First Closing. The First Annual Meeting shall be held not less than ten (10) days nor more than forty (40) days after the sending of the notice of the meeting.

Commencing with the First Annual Meeting, the Residential Board shall consist of five (5) persons. The five (5) members of the Residential Board shall also serve as members of the Condominium Board. Following the first annual meeting of Commercial Unit Owners, the Commercial Board will consist of two (2) persons. The two Commercial Board members shall serve as representatives to the Condominium Board. The number of Residential Board members and the number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

At the First Annual Meeting and at all times thereafter, Sponsor may be able to elect members of the Residential Board as a result of its ownership of or interest in Unsold Residential Units. Sponsor shall retain voting control of the Residential Board (and the Condominium Board) if Sponsor is able to cast sufficient votes at such meetings to establish such control. In addition, Sponsor, for so long as Sponsor owns at least two (2) Residential Units, shall have the right, at its option, to designate at least one member of the Residential Board.

The By-laws contains a provision that within ten (10) days after the Sponsor Control Period, one of the Sponsor designated members of the Residential Board shall resign in which event a Residential Unit Owner meeting will be held to elect a new board member unrelated to the Sponsor within thirty (30) days after the expiration of the Sponsor Control Period. Nothing contained herein shall be deemed to limit the right of Sponsor to cast its votes for individuals nominated to the Condominium Board or the Residential Board who are not nominated or

designated by Sponsor, which individuals, if elected, shall not be deemed Sponsor nominees or designees and shall not be deemed to cause Sponsor to control either the Condominium Board or the Residential Board after the Sponsor Control Period.

Until Sponsor or its designee has conveyed title to all the Residential Units, but in no event later than five (5) years after the First Closing, whichever shall first occur, the Condominium Board and the Residential Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, (b) assess any General Common Charges or Residential Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium or on behalf of the Residential Section, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board or the Residential Board to comply with Laws of any governmental authority having jurisdiction over the Condominium, to remedy any notice of violation or to remedy any work order by an insurer.

During Sponsor Control Period, Sponsor may not exercise veto power over expenses described in the Section entitled "Schedule B-Projected Budget for First Year of Condominium Operation" (the "Budget") or over expenses required (i) to comply with applicable laws; or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer. Sponsor may exercise veto power over expenses other than those described in the foregoing sentence but such veto power shall but extend to any period which is the sooner of five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five per cent (25%) of the common interest.

Notwithstanding the foregoing, for as long as Sponsor has the voting power to elect all members of both the Residential Board and the Commercial Board, the Residential Board, at the election of Sponsor, shall have three (3) members, the Commercial Board shall have two (2) members and the Condominium Board shall have five (5) members. In addition, for so long as Sponsor owns less than fifty percent (50%) of the Residential Units but more than fifteen percent (15%) of the Unsold Residential Units (a) Sponsor shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it to designate at least two members of the Residential Board and for so long as Sponsor at least two (2) of the Unsold Residential Units, Sponsor shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it to designate at least one (1) member of the Residential Board.

BOARDS OF MANAGERS

Generally the affairs of the Condominium shall be governed by the Condominium Board, the affairs of the Residential Section will be governed by the Residential Board and the affairs of the Commercial Section will be governed by the Commercial Board. The Commercial Board shall initially be comprised of one (1) representative and the Residential Board shall initially be comprised of two (2) representatives, all of whom shall be designated by Sponsor and who shall comprise the initial Condominium Board. On or before the date which is one (1) year after the First Closing, the Residential Board will call for the First Annual Meeting of Residential Unit Owners, such meeting to be held not less than ten (10) days nor more than forty (40) days after such date. At the First Annual Meeting, the incumbent Residential Board shall resign and the Residential Unit Owners shall elect a new Residential Board consisting of five (5) members. (See the Section entitled "Control by Sponsor.") Thereafter, at each annual meeting, members of the Residential Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified. The five (5) members of the Residential Board shall also serve on the Condominium Board. From and after the First Annual Meeting the Commercial Board shall be comprised of two (2) members, and the Condominium Board shall be comprised of seven (7) members who shall be the members of the Residential Board and Commercial Board. The Condominium Board shall meet at least annually.

The first annual meeting of the Commercial Unit Owners shall also be called by the Commercial Board for the same date as the First Annual Meeting for the Residential Unit Owners. At such meeting, the Commercial Unit Owners shall elect a new Commercial Board consisting of two (2) members who shall serve as the representatives of the Commercial Section on the Condominium Board. Thereafter, at each annual meeting of the Commercial Unit Owners, new members of the Commercial Board and new representatives to the Condominium Board shall be elected. Notwithstanding anything to the contrary set forth above, to the extent there is only one owner of the Commercial Units, such Unit Owner shall be deemed to have all of the powers of the Commercial Board in connection with the operation of the Commercial Section.

Except for Board members designated by Sponsor or its designee, all members of the Residential Board must be either Residential Unit Owners or certain parties (e.g. directors, shareholders of Unit Owners) as described in the By-Laws. No member of the Residential Board shall continue to serve on the Residential Board if, during such Unit Owner's term of office, said member shall cease to be a Residential Unit Owner or an interested party. All Board members shall serve without compensation.

The Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations which affect only the Residential Section and do not adversely affect the Commercial Section, Commercial Unit Owners or the business of the tenants or occupants thereof, shall be made by the Residential Board. Similarly, all determinations which affect only the Commercial Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted purposes, shall be made by the Commercial Board. Generally, all other determinations with respect to the administration of the affairs of the Condominium including those which (i) relate

to the Residential Section and do not adversely affect the Commercial Section, and vice versa, or (ii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

As more fully set forth in the By-Laws, (i) all determinations required to be made by the Residential Board or the Commercial Board shall be by majority of the votes cast at any meeting at which a quorum is present, and (ii) all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present. Any dispute between the Residential Board and the Commercial Board as to which Board or entity shall be entitled to make any determination or with respect to any matter the determination of which is entitled to be made by the Condominium Board shall be settled by arbitration in the manner provided in the By-Laws.

For convenience of operation of the Condominium, any Board may designate any other Board to act as its agent with respect to any matters the determination concerning which is entitled to be made by such designating entity.

Annual meetings of Residential Unit Owners shall be held within approximately thirty (30) days of each anniversary of the First Annual Meeting. At such meetings, the Residential Unit Owners shall elect the five (5) member Residential Board, subject to any rights of Sponsor to designate Board members, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Residential Board shall mail a notice of each annual or special meeting of the Residential Section to all Residential Unit Owners of record. The notice, which will generally be given at least ten (10) days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Residential Unit Owners, the presence in person or by proxy of Residential Unit Owners owning more than thirty (30%) percent of the Common Interests attributable to all Residential Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Residential Unit Owners. Except as otherwise provided in the By-Laws or Declaration, if any joint meeting between Residential Unit Owners and the Commercial Unit Owners is held, the presence in person or by proxy of more than fifty (50%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of votes cast at any such meeting at which a quorum is present shall be binding on all Unit Owners.

At all meetings, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Residential Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to such Unit Owner's Unit or Units.

The principal officers of the Residential Board shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Residential Board. The principal officers of the Condominium Board shall be a President who shall be the same person serving as President of the Residential Board, a Vice President and Treasurer who shall be the same person serving as President of the Commercial Board and a Secretary who shall be the same person serving as Secretary of the Residential Board. The initial members of the Condominium Board shall be Gary Barnett, David Rothstein and Frank Haftel who shall serve as President, Vice

President and Treasurer and Secretary of the Condominium Board respectively. Each of these individuals is a principal of or is affiliated with Sponsor or its principals. The Condominium Board and the Residential Board may appoint additional officers. Except as otherwise provided by the Board for which such officer serves, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of a Board are to be executed by any officer thereof or by such other person or persons as may be designated by the applicable Board. However, by resolution of such Board, any expenditure in excess of a specified amount by such Board will be countersigned by two (2) members of the said Board, one of whom is also a member of the Residential Board and the other having been designated as a member of the Condominium Board by the Commercial Board.

The term of office of the members of the Residential Board and Condominium Board shall be for one (1) year or until their successors are elected. Members of the Residential Board and Condominium Board shall serve without compensation. Any member of the Residential Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Residential Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Residential Board designated or elected by the Residential Unit Owners may be removed with or without cause by an affirmative vote of a Majority of Residential Unit Owners (as defined in the By-Laws) who are present at a meeting containing a quorum of Residential Unit Owners; provided, however, that Residential Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Residential Board shall continue to serve on the Residential Board if, during such Unit Owner's term of office, said member shall cease to be a Residential Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Residential Unit ownership and Residential Board membership shall not apply to members of the Residential Board designated by Sponsor or its designee.

Upon the affirmative vote of a majority of the members of the Residential Board, any officer may be removed with or without cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

All officers, Board members and employees of the Residential Section and of the Condominium will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Residential Section and the Condominium. The amount and cost of the bonds has been provided for in the projected budget for the first year of Condominium operation contained in Schedule B. The By-Laws provide that to the extent permitted by applicable Law, no member of any Board shall have any personal liability with respect to any contract, act or omission of any Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Commercial Section, or the Residential Section or any Limited Common Element (except in their capacities as Unit Owners). Board members shall have no liability to Unit Owners except that a Board member shall be liable for such Board member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member and each Residential or Commercial Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

In exercising their respective powers and performing their respective duties under the Declaration and the By-Laws, each Board shall act in good faith as, and shall be, the agent of the Unit Owners such Board represents, subject to and in accordance with the provisions of the Declaration and the By-Laws.

Under the terms of the By-Laws, if required under the terms of any Permitted Mortgage, in the event of a default under such Permitted Mortgage (including the Construction Loan), the Permitted Mortgagee will be entitled to designate, remove or replace the members of the Boards which the Unit Owners whose Units are subject to the lien of said Permitted Mortgage. Generally, subject to certain exceptions concerning, among other things, Sponsor, the Commercial Section, and Unsold Residential Units, and provided that required consents of the Residential Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting (a) only the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and in Common Interest of all Residential Unit Owners, (b) only the Commercial Section or the Commercial Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and in Common Interest of the Commercial Unit Owners and (c) the General Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

In exercising their respective powers and performing their respective duties under the Declaration and the By-Laws, each Board shall act in good faith as, and shall be, the agent of the Unit Owners such Board represents, subject to and in accordance with the provisions of the Declaration and the By-Laws.

Notwithstanding any provision contained in the By-Laws to the contrary, no amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the affected Commercial Unit Owner(s), with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner, (b) without the prior written consent of Sponsor or its designee with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Residential Unit or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee.

It is possible that amendments, modifications, additions or deletions of or to the Declaration, By-Laws and Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Section, the subdivision of any Commercial Unit into individual commercial condominium units and/or the offering for sale or lease of all or any portion of the Commercial Units. In connection therewith, the Commercial Board may, subject to compliance with all applicable Laws, if any, cause the Declaration, By-Laws and Rules and Regulations to be amended, modified, added to or deleted from and the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners.

As more particularly set forth in the Special Risk Section and the Section of the Plan entitled "Rights and Obligations of Sponsor", it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners. Because there is no commitment on the part of Sponsor to sell more than fifteen percent (15%) of the Residential Units, as needed to declare the Plan effective, owner-occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Units. The By-Laws do not require that members of the Residential Board be owner-occupants of a Residential Unit. Owner-occupants and non-resident owners (including the Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. purchase as a home as opposed to an investment.

The By-Laws do not include a provision that after the Sponsor Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. In addition, non-resident owners, including Sponsor, have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities, and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARDS OF MANAGERS

Sales and Leases of Units

Each Residential Unit Owner may sell or lease such Unit Owner's Residential Unit provided such Unit Owner (the "Transferor") first gives the Residential Board, on behalf of all Residential Unit Owners, or the Sponsor for so long as Sponsor or its designees own any Units in the Building (collectively the "Inside Offeror"), notice of such Unit Owner's intention to sell or lease such Unit and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective purchaser or lessee, as more specifically provided in Article 8 of the By-Laws. If the Inside Offeror does not elect to purchase or lease the Residential Unit within twenty (20) days after receipt of the offering Residential Unit Owner's notice, the Transferor will have an additional sixty (60) days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in said notice. In the event such written agreement is not executed by the Transferor within said sixty-day period or such sale or lease is not consummated within an additional sixty (60) days following the expiration of said sixty-day period, the Transferor will be required to again first offer the same to each Inside Offeror; provided that each Inside Offeror shall be entitled to waive, or to permit an extension of, either or both of such sixty (60) day periods. The Residential Board may not exercise its option to purchase or lease any Residential Unit without prior approval of a majority in interest of Residential Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present and subject to the right of Sponsor to approve such purchase or lease by the Residential Board during the period not to exceed five (5) years from the First Closing, as more particularly described in the Section of the Plan entitled "Control by Sponsor." In any vote of all the Residential Unit Owners, the Transferor shall have the right to vote in any vote conducted by the Residential Board for the purpose of determining whether the Residential Board shall exercise its right of first refusal to purchase or lease the Transferor's Unit. Any such deed given by a Transferor shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and provide for a term of at least six (6) months (except for Residential Units owned by Sponsor which are exempt from compliance with Article 8 of the By-Laws) and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Residential Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Residential Board, and that the Residential Board, if permitted by applicable Law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease approved by the Residential Board which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws. Any lease entered into with a Residential Unit Owner, as landlord, should not be subject to state or local rent laws with respect to rent or other terms but will be subject to laws applicable to all rental leases in the State and City of New York such as requirements regarding warranties of

habitability. Purchasers should refer to their own attorneys for guidance regarding their rights and obligations as a landlord under a lease for a Residential Unit.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Residential Board or the Sponsor as the case may be.

In the event the Residential Board exercises its right to purchase a Residential Unit, the By-laws provide that the purchase of any Residential Unit by the Residential Board or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an assessment against each Residential Unit Owner in proportion to such Unit Owner's respective Common Interest, as a Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its (their) appurtenant Common Interest(s).

With respect to the right of first refusal, the Residential Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or other grounds prohibited by law. Please see "Units Acquired by Residential Board or Condominium" in this Section of the Plan for further details regarding Units acquired or leased by the Boards.

A Residential Unit Owner may lease, sell or convey the Residential Unit to a spouse, adult child or grandchild, parent, grandparent or adult sibling, may convey such Unit Owner's Residential Unit by gift, may devise such Unit Owner's Residential Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit shall be subject to, the preceding restrictions. In addition, any Residential Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

The restrictions upon the sale and lease of Residential Units shall not apply to Sponsor or its designee with respect to any Unsold Residential Units or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Residential Board. Such restrictions shall also be inapplicable to the Commercial Units, whether owned by Sponsor or its designee or by any subsequent owner or by any mortgagee, and, subject to compliance with applicable Laws and governmental regulations, if any, the Commercial Unit Owners shall be free to sell, lease, mortgage or otherwise transfer or hypothecate all or any part of the Commercial Units.

A Residential Unit Owner may only sell or lease such Unit Owner's entire Unit. In addition, each conveyance of a Unit by a Residential Unit Owner shall include, as part of the property to be conveyed, such Residential Unit Owner's undivided interest in (a) the Residential Common Elements, Residential Limited Common Elements and the General Common Elements, (b) any Unit or Units acquired by the Residential Board on behalf of all Residential Unit Owners, or any proceeds of the sale or lease thereof and (c) any other assets of the Residential Section and

the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

The By-Laws provide that the Residential Board has the right, but not the obligations to require that before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Residential Board may require that certain additional conditions be satisfied. Specifically, the Residential Board may require that the potential grantee enter into an agreement with the Residential Board, on terms acceptable to the Residential Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Residential Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Residential Board shall elect, and (iii) permits execution and enforcement of any judgment obtained by the Residential Board. The foregoing provisions do not apply to sales of Unsold Residential Units.

A Residential Unit may not be conveyed unless all unpaid Residential Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to closing. In addition, the Residential Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the selling or leasing Residential Unit Owner, as the case may be, to the Managing Agent.

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Unit, the Agreement prohibits a Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent.

Use of Units

Residential Units shall be used only as a residence (except as described below). The Residential Board, may in its sole discretion, permit a Residential Unit to be used for other

purposes provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy and complies with all applicable governmental regulations.

Notwithstanding the preceding paragraph, Sponsor or its designee may, without the permission of the Residential Board (a) use or grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, including, without limitation, use as a long or short term rental or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Residential Unit (subject to Sponsor's right to amend the certificate of occupancy to conform to use as provided in the By-Laws), and the user of such Unit complies with all applicable governmental regulations with respect to such use, and (b) retain ownership of one or more Residential Units for use as models and sales, rental and/or promotion offices in connection with the sale or rental of other Residential Units in the Condominium or in buildings in which principals of Sponsor may have an interest.

Each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the Managing Agent.

The current zoning Law permits a person who resides in a Residential Unit to use up to twenty-five percent (25%) of the floor area of such Unit Owner's Unit (but in no event to exceed 500 square feet) for certain home occupations including a fine arts studio, professional offices (e.g., lawyer, doctor or dentist) and teaching of not more than four (4) persons. No transient tenant may be accommodated in a Residential Unit, except in Unsold Residential Units, as permitted by Law. Such home occupation use may only be engaged in with the consent of the Residential Board or by Sponsor, as more particularly provided in the By-Laws.

The Commercial Units may be used for any lawful purpose, including, but not limited to, a garage, health club, theaters, retail stores, banks, restaurants and commercial and professional offices subject to certain use restrictions set forth in the By-Laws.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Residential Section or any portion thereof. All valid Laws of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or Boards, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No "For Sale," "For Rent," "For Lease" sign, or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Residential Unit, except that these sign restrictions shall not apply with respect to Unsold Residential Units.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Residential Section without prior written approval of the Residential Board. No radio or television aerial, satellite dishes or other similar device shall be erected by Residential Unit

Owners on the roof or exterior walls, windows or terraces of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board or except as may otherwise be required by Law.

The maintenance, keeping, boarding and/or raising of pot belly pigs, rodents (i.e., mice, gerbils, hamsters, guinea pigs, rabbits, ferrets etc.) and other animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Residential Unit or upon the Common Elements, except that, subject to this provision and the Rules and Regulations, the keeping of orderly domestic pets (which includes only small dogs, cats or caged birds) and aquarium fish is permitted; provided, however, that (i) any orderly domestic pets (other than those contained at all times in aquariums or cages which shall be limited to a reasonable number) shall not exceed two (2) per Unit or any breed deemed inappropriate or dangerous by the Residential board without the approval of the Residential Board; (ii) such orderly domestic pets or fish are not kept or maintained for commercial purposes or for breeding; and (iii) any such orderly domestic pets or fish causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium upon ten (10) days written notice from the Board. Notwithstanding the foregoing, orderly domestic pets shall be permitted if necessary for persons with disabilities. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold each Board, the Management Agent, and other Unit Owners and the Sponsor free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. A photograph of each pet, with the name and Unit number of the pet owner, shall be delivered to the Board as a condition precedent to the entry of such pet into the Condominium. All pets shall be licensed and inoculated as required by Law. The Board may establish reasonable fees for registration of pets. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a leash. Leashes may not exceed a length which will permit close control of the pet. Owners of pets must immediately and adequately clean up their pet's droppings in all areas of the Property including, without limitation, the sidewalks, exterior landscapes and all other areas. The Residential Board or the Condominium Board may establish such other rules and regulations concerning pets as it deems necessary or appropriate, including, without limitation, the right to prohibit pets. In the event of the adoption of a rule prohibiting pets (other than pets needed by persons with disabilities), any Unit Owner who owned a pet at the time of the adoption of such rule shall have the right to retain such pet (unless such pet is otherwise deemed to constitute a nuisance or be in violation of the these provisions or the Rules and Regulations), but shall not have the right to replace such pet or subsequently acquire additional pets. Any Unit Owner keeping a pet or animal in violation of these provisions or which causes any damage to or requires cleanup of any Unit or the Common Elements or which is offensive or creates any nuisance, danger or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or nuisance. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit will be required to abide by any and all Rules and Regulations of the Residential Board or the Condominium Board adopted with respect thereto and may be required to enter into an agreement with the Condominium Board or the Residential Board governing the maintenance of such pets.

Each Unit Owner shall keep such Unit Owner's Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair

such Unit Owner's own Unit in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Residential Units may be amended from time to time by the Residential Board provided that copies thereof are furnished to each Residential Unit Owner prior to the time that they become effective (except that no amendment thereof affecting the Commercial Units or Unsold Residential Units may be made unless agreed to by the Commercial Unit Owners or Sponsor or its designee, as the case may be). Further restrictions on the use and leasing of Residential Units are set forth in the By-Laws and Rules and Regulations.

Mortgage of Units by Unit Owners

Each Residential Unit Owner may mortgage such Unit Owner's Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with by such Unit Owner. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage, or such other form approved by the Residential Board, (b) the Residential Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the Unit Owner making such mortgage first satisfies all unpaid liens against such Unit Owner's Unit, other than Permitted Mortgages. The Commercial Unit Owners shall have the right to mortgage any Commercial Unit without any restriction or limitation.

In certain instances the consent of the Residential Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than three (3) Residential Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor or its designee, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

Common Charges:
Determination and Assessment

Residential Common Expenses, which are payable only by Residential Unit Owners and are included in their Residential Common Charges, are allocated among Residential Unit Owners in proportion to their respective Residential Common Interests. Residential Common Charges shall also be deemed to include any special assessment imposed by the Residential Board. In addition, the Residential Common Charges include the Residential Unit Owner's allocable portion of the General Common Expenses. The respective Common Interests of each Unit, as estimated by Sponsor, are based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. Residential Common Expenses include, among other things, all costs and expenses (including the payment of wages) in connection with the Maintenance of the Residential Common Elements and Residential Limited Common Elements. Residential Common Expenses may include amounts for certain other items as the Residential Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Residential Board of any Residential Unit.

Commercial Common Expenses will be determined and borne solely by the Commercial Unit Owners. Commercial Common Expenses include, among other things, all costs and expenses in connection with the Maintenance of the Commercial Common Elements.

General Common Expenses which include, among other things, the costs and expenses (including the payment of wages) in connection with the Maintenance of the General Common Elements and certain other expenses common to all Unit Owners, such as premiums for insurance covering the Building, managing agent fees and legal and accounting fees will be determined by the Condominium Board. Generally, such expenses will be allocated to the Residential Board and the Commercial Board pro rata in accordance with their aggregate respective Common Interests. The Residential Board will then allocate its pro rata share of such expenses among the Residential Unit Owners in accordance with their respective Residential Common Interests. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the Law.

In the event that the annual Common Charges levied against Unit Owners during the first year of condominium operation commencing on the date of First Closing exceed the actual expenses less income from sources other than Unit Owners for that period accounted for on an accrual basis by an amount in excess of $100,000, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Condominium Board in proportion to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Sponsor during the first year of condominium operation will be distributed by the Condominium Board to Sponsor and the Residential Unit Owner(s) in proportion to the amount of time Sponsor and each Residential Unit Owner owned such Unit. Sponsor makes no representations that there will be any excess receipts for rebate to Residential Units Owners or, if rebates are made, what the tax consequences of such rebates would be to Residential Unit Owners. In the event Sponsor concludes that the Common Expenses during the First Year of Condominium Operation are less than projected due to the fact that the Building is not fully operational or occupied, Sponsor may cause the Condominium Board or the Residential Board, as the case may be to adopt an interim budget reflecting the reduced Common Expenses which will reduce the Common Charges due from each Unit Owner. See the Attorney's Income Tax Opinion in Part I of the Plan for further discussion regarding the income tax consequences of the ownership of Residential Units by individual Unit Owners.

At least annually (a) the Condominium Board will prepare a budget for General Common Expenses and allocate, as aforesaid, and assess General Common Charges to the Residential Board and the Commercial Board to meet such expenses and (b) the Residential Board will prepare a budget for Residential Common Expenses and allocate, as aforesaid, and assess among all Residential Unit Owners, Residential Common Charges to meet (i) Residential Common Expenses and (ii) the Residential Board's pro rata share of General Common Expenses.

The Residential Board will furnish copies of each budget on which Residential Common Charges are based to all Residential Unit Owners and advise such Unit Owners of the amount of Residential Common Charges payable by them. Unless otherwise determined by the Board to

which they are payable, General Common Charges and Residential Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

Pursuant to Section 339-z of the Real Property Law and under the provisions of the By-Laws, (a) the Residential Board, on behalf of all Residential Unit Owners, will have a lien on each Residential Unit for unpaid Residential Common Charges together with interest thereon, assessed against such Unit (b) the Condominium Board, on behalf of all Unit Owners, will have a lien on all Residential Units, for General Common Charges unpaid to it by the Residential Board, together with interest thereon, in proportion to the respective Common Interests of the Residential Units, as well as a lien on the Commercial Units, for General Common Charges unpaid to it by the Commercial Board, together with interest thereon. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid General Common Charges or Residential Common Charges, against a Unit will be effective from and after filing of a verified notice thereof in the City Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the appropriate Board (acting on behalf of all Unit Owners or all Residential Unit Owners, as the case may be) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the appropriate Board to recover unpaid Common Charges without foreclosing such lien. Notwithstanding the foregoing, during the Sponsor Control Period the Sponsor shall cause the Residential Board or the Condominium Board, as the case may be, to file a lien as provided for in Section 339-aa of the Real Property Law on Units owned by Sponsor in which Sponsor is more than thirty (30) days in arrears of Common Charges.

No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any of the Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the construction in the Building shall have been complete shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance of such Unit. In addition, as more specifically set forth in the By-Laws, (a) a Residential Unit Owner may, by conveying such Unit Owner's Unit without consideration to the Residential Board and complying with certain conditions in connection therewith, exempt himself from Residential Common Charges thereafter accruing, and (b) the Commercial Unit Owners of any Commercial Unit may, by conveying the Commercial Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, be exempt from General Common Charges thereafter accruing.

On a resale of a Residential Unit, the purchaser thereof will be liable for the payment of Residential Common Charges accrued and unpaid against such Unit prior to such Unit Owner's acquisition. Prior to the permissible sale, transfer or other conveyance of a Residential Unit, any seller or purchaser of a Residential Unit shall be entitled to a statement (an "Estoppel Letter") from the Residential Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by either Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee (as defined in the Condominium Declaration) acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Residential Board will have the right to assess such unpaid balance as a Residential Common Charge among all Residential Unit Owners.

RPL §339-jj-Borrowing by Condominium

A new subsection jj to Section 339 of the Real Property Law ("RPL"), was enacted into law on August 26, 1997 and authorizes the Condominium Board to incur debt provided that such debt (a) is incurred no earlier than the fifth anniversary of the First Closing and (b) is approved by Unit Owners owning Units to which there is appurtenant a majority of the Common Interests. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

RPL §339-kk-Payment of Rent Where Default in Payment of Common Charges

A new subsection kk to Section 339 of the RPL, a copy of which is set forth in Part II of the Plan, was enacted into law July 22, 1998. RPL §339-kk is applicable to all condominiums in the State of New York. RPL §339-kk is intended to provide additional financial protection for a condominium association if a sponsor or other non-occupant unit owner of a residential unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's units.

RPL §339-kk provides, by its terms, among other things, that with respect to unsold units of a Condominium owned by a sponsor or by any other non-occupant unit owner and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant unit owner is more than sixty (60) days late after the expiration of any

grace period within which they are due, payments from a tenant of such unit may become directly payable to the Condominium upon written notice by the Condominium to the tenant and the non-occupant unit owner. Where a majority of the Condominium Board has been elected by unit owners who are in occupancy of their respective units, the Condominium Board may elect not to require that the rental payments be paid to the Condominium. Once the common charges, assessments and late fees of the non-occupant unit owner have been brought current, the Condominium Board must notify the non-occupant unit owner and tenant within three (3) business days and thereafter the rent will be payable to the non-occupant unit owner or a designated agent.

(b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the Condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying unit owner.

(c) Any rights existing under any other Laws are not limited by RPL §339-kk.

(d) A non-occupant unit owner who disputes a Condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the Condominium Board, which must be held within thirty (30) days after receipt of notice that the unit owner seeks to dispute the Condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so.

RPL §339-kk does not address a number of issues. Accordingly, Sponsor makes no representation as to (i) RPL §339-kk 's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant owner and secured by the unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the unit owner under said loan, (ii) RPL §339-kk's effect on assignments of leases and rents given by a non-occupant owner to a mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board after notice from the Condominium Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's failure to give notice to a tenant (i.e., does failure constitute a waiver of the Condominium's rights?), or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant unit owner is brought current in payment of common charges, assessments and late fees.

Finally, no representation is made about the tax effects of RPL §339-kk.

All prospective purchasers should review RPL §339-kk to determine its effect on their own situation.

Repairs to and Maintenance
of Units and Common Elements

Generally, all painting, decorating, and routine Maintenance, (a) in or to any Unit (other than to the General Common Elements or Commercial Common Elements or Residential

Common Elements included therein), including the individual cooling systems and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to the Residential Board and the Commercial Board as a General Common Expense, (c) in or to the Residential Common Elements, and the Residential Limited Common Elements will be made by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense and (d) in or to the Commercial Common Elements will be made by the Commercial Board and the cost thereof will be charged to all Commercial Unit Owners as a Commercial Common Expense. Notwithstanding the foregoing, any repairs by Residential Unit Owners to the incremental heating and air conditioning units within each Residential Unit shall only be made by contractors or servicemen who have been previously approved by the Residential Board.

The Declaration further provides that if a Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance, including but not limited to the cost of staff necessary for such operation and Maintenance of any such Commercial Limited Common Element at their sole cost and expense.

Notwithstanding the above, all normal Maintenance of any Terrace shall be made by the Residential Unit Owner having access to same, at such Unit Owner's own cost and expense, but any structural repairs to such Terrace including the replacement of the terrace surface if it becomes worn (unless caused by its Residential Unit Owner) (and including any leaks which are not caused by the negligence or misconduct of the Residential Unit Owner having access to the same) will be made by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. Any Residential Unit Owner having access to a Terrace shall keep it free of snow, ice and accumulation of water, which will cause damage to the Building. In accordance with the By-Laws, the Condominium Board and the Residential Board will have the right to require a Residential Unit Owner to obtain the consent of the Condominium Board and/or the Residential Board prior to installing plantings, surface coverings and other furniture, equipment and installations on the Terraces and may require a Residential Unit Owner to remove same if the Condominium Board or the Residential Board determines, in their respective discretion, that such plantings, surface coverings, furniture, equipment or other installations adversely affect the integrity of the roofs or adversely affect the appearance of the Building or that such removal is needed to facilitate access to the roofing system or other Common Elements pursuant to the Declaration and By-Laws. No Terrace may be enclosed without the express written consent of the Condominium Board. The Condominium Board and the Residential Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and are to be washed and cleaned by the Residential Unit Owner at such Residential Unit Owner's sole cost and expense. The exterior glass surfaces of all Residential Section windows may, at the option of the Residential Board, be washed and cleaned by the Residential Board and the cost thereof shall be a Residential Common Expense; otherwise Residential Unit Owners shall be obligated to clean such windows at their own cost and expense. Any replacement of glass windows in any Residential Unit because of breakage or otherwise shall be made by the Residential Board at the sole cost and expense of the owner of such Residential Unit (unless such breakage is caused by the Residential Board, the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Residential Board, the Condominium Board or such Unit Owner). No replacement, modification or alteration may be made to or of the windows (other than replacement of the window panes) without the consent of the Condominium Board.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water which will cause damage to the Building) by the Unit Owner or appropriate Board, whichever is responsible for the Maintenance thereof. In the event any Unit Owner fails to keep such Unit Owner's Unit in such condition, the appropriate Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the subsection entitled "Rights of Access"). A Residential Unit Owner shall not permit excessive noise or vibrations to emanate from the Unit. Each Unit Owner will be obligated to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner that fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or each Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or Board.

In addition, the Rules and Regulations require that at least eighty (80%) percent of the floor area of Residential Units (except for kitchens, bathrooms, closets and foyers) be covered with rugs, carpeting or equally effective noise-reducing material.

Alterations and Improvements
of Units and Common Elements

No Residential Unit Owner may make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Residential Board but, as more fully set forth in the By-Laws, this provision does not apply to Sponsor or its designee. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the appropriate Board. The Residential Board may impose fees upon such

Unit Owner to reimburse the Condominium for costs incurred in connection with the review or supervision of such Unit Owner's work.

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Residential Unit, the Residential Board shall have the right to approve the Unit Owner's plans and specifications, the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. In addition, the Residential Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium, the sum necessary to enable the Condominium to perform such replacements, if same are damaged during the work performed pursuant to Unit Owner's request.

Any contractor performing work in the Residential Units shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Residential Unit, unless approved and executed, if necessary, by the Residential Board or, if required, by the Condominium Board. The Residential Board (or the Condominium Board) will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Residential Board, the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to Sponsor or its designee, provided any alteration to such Unit shall be in accordance with, and only as permitted by, the Condominium Act and all governmental regulations. Under the terms of the By-Laws, Sponsor is authorized on behalf of the Boards to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Building (including the Units and Common Elements) as Sponsor is entitled to perform in accordance with the terms of the Declaration and the By-Laws and to obtain such certificates of completion as may then be required by Law and, the appropriate Board, if requested by Sponsor is obligated to execute the aforesaid documentation. In addition, the Power of Attorney to be executed by each Residential Unit Owner upon acquisition of the Residential Unit further grants to Sponsor a power of attorney to execute such documentation. "Required Documentation" refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents as may be required to enable the Declarant to exercise its rights or obligations under this Plan or the Declaration and the By-Laws, including, without limitation, Declarant's rights to deal with the Available Development Rights and to undertake, perform and complete such work to the Units and Common Elements.

In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a temporary or permanent certificate of occupancy for such Unit, other Units or the Building, then upon the written request of Sponsor, the Condominium Board or the Residential Board, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the party requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any remedies provided in the By-Laws.

Generally all alterations or improvements in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to the Residential Board and the Commercial Board as a General Common Expense. Maintenance of the Residential Common Elements will be made by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense; and alterations, additions or improvements in or to the Commercial Common Elements will be made by the Commercial Board and the cost and expense thereof will be charged to all Commercial Unit Owners as a Commercial Common Expense.

The Commercial Unit Owners, without the consent of the Residential Board or the Condominium Board may make any alteration, addition, improvement or repair in or to any Commercial Unit or the Commercial Common Elements provided that the work is performed by the Commercial Unit Owners in compliance with governmental Laws and in accordance with all conditions described in the Declaration. Sponsor, without the consent of the Residential Board, the Commercial Board or the Condominium Board, may make any alteration, addition, improvement or repair in or to any Unsold Residential Unit or the Common Elements provided that the work is performed by Sponsor in compliance with Law and in accordance with all conditions described in the Declaration. In addition, Sponsor and the Commercial Unit Owners may erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Residential Unit or Commercial Unit or the operation of any business of Sponsor, a tenant, occupant managing agent or operator of the Commercial Units including, but not limited to, signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building.

Rights of Access

As more fully set forth in the By-Laws, each Board and any managing agents, managers, superintendents and other persons authorized by any Board, will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by Law, provided that requests for entry (except in Emergency situations) are made in advance and that any such entry (except in Emergency situations) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit. In

case of an Emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. The By-Laws give Sponsor a right of access to any Unit for the purpose of performing punch-list work or for the purpose of performing or completing construction in the Building and give service providers the right to access their equipment and the conduit in which such equipment is located in order to install, maintain, operate, repair, replace and service same.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws, and the Rules and Regulations. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by Law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Residential Board with respect to any damage to or destruction of the Residential Section, the Commercial Board with respect to any damage to or destruction of the Commercial Section and the Condominium Board with respect to any damage to or destruction of the General Common Elements, will, except as set forth below, arrange for the prompt repair and restoration thereof.

If only the Commercial Section is destroyed or damaged by fire or other casualty and if the net insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the Commercial Unit Owners will bear the entire amount of the deficit, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the Commercial Section, the Residential Section and the General Common Elements, or any combination thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Commercial Section and General Common Elements bears to the total cost

of repairing all damage or destruction. However, the Commercial Board shall still have the right to make all arrangements for the prompt repair and restoration of the Commercial Units to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds such amounts as may be necessary to reduce unpaid liens on such Unit Owner's Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

Unless the Unit Owners have elected not to restore the Building as provided below, damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board, the Residential Board or the Commercial Board under the Declaration and By-Laws. If a Residential Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board or the Residential Board may cause the Residential Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

If three-fourths or more of the Building is destroyed or substantially damaged and if 75% or more of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Board entitled to adjust such loss in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) property insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal

property not constituting a part of such Unit), together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings and, at the election of the Condominium Board in its sole and absolute discretion, terrorism insurance); (b) rent insurance in an amount equal to Residential and Commercial Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors and employees of the Condominium, the Residential Section and the Commercial Section; (i) directors and officers liability coverage; and (j) such other insurance as the Condominium Board may determine. Each Unit Owner shall be an additional insured.

The property insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of property insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting of the Residential Unit Owners shall be in at least the sum set forth in Schedule B.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, bodily injury or property damage occurring upon, in or about the Property, in such limits as he Condominium Board may from time to time determine, covering (1) each Board, the Managing Agent or agents thereof, each Board member and each officer and employee of the Condominium and Residential and Commercial Sections, (2) the Commercial Unit Owners, and all officers, directors and employees thereof, and (3) each Residential Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Residential Limited Common Elements, if any, exclusive to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting of Residential Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines. The premiums for all insurance referred to above shall be a General Common Expense allocated pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and the Commercial Unit Owners.

The Condominium Board is not required to obtain or maintain any insurance with respect to the Units or any property contained in a Unit. Pursuant to the By-Laws, each Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage and personal property). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. Policies maintained by Unit Owners as aforesaid must provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board.

Liability of Boards of Managers and Unit Owners

Every contract made by the Condominium Board or the Residential Board or by any managing agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners or Residential Unit Owners, respectively, and such Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Residential Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners or Residential Unit Owners, as the case may be, and (ii) to the extent permitted by Law, unless otherwise determined by the appropriate Board in its sole and absolute discretion, such Unit Owner's interest in such Unit Owner's Unit and its appurtenant Common Interest. To the extent permitted by applicable Law, Board members shall have no liability to Residential Unit Owners except that a Board member shall be liable for such member's own bad faith or willful misconduct. All Residential Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member and each Residential Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct. Any Board may contract or effect any transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board to all Unit Owners

within four (4) months after the end of each fiscal year as more particularly described in the Section of the Plan entitled "Reports to Unit Owners" in Part I of the Plan.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least eighty (80%) percent in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from (a) the Residential Mortgage Representatives, if any, and (b) Sponsor, until such time as Sponsor has conveyed title to all Residential Units, provided that in no event shall Sponsor's consent be required more than five (5) years after the First Closing. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by Residential Board or Commercial Board

All Units acquired or leased by the Residential Board or the Commercial Board or their designees shall be held by such Board, or its designee, on behalf of all Residential Unit Owners or on behalf of all Commercial Unit Owners, as the case may be, and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Residential Unit Owners or all Commercial Unit Owners, as the case may be. No Units held by either Board or the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Residential Board or the Commercial Board or their designees, on behalf of their respective Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of such Board. If the funds in such accounts are insufficient to effectuate any such purchase, such Board may levy an assessment against each Residential Unit Owner or Commercial Unit Owner, as the case may be, in proportion to such Unit Owner's respective Common Interest, as a Residential Common Charge or Commercial Common Charge, as the case may be, and/or such Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements.

Procedure to Review Real Estate Tax Assessments

The Residential Board, on behalf of and as agent for all Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax

assessments with respect to Residential Units. All Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. In the event any Residential Unit Owner individually seeks to have the assessed valuation of such Unit Owner's Unit reduced by bringing a separate certiorari proceeding, the Residential Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Residential Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. The Commercial Unit Owners will have the right to commence certiorari proceedings on their own at their sole cost and expense.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the General or Limited Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the General or Limited Common Elements shall be the basis for a lien thereon but (a) all Residential Common Charges received by the Residential Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Residential Board or the Managing Agent for the Residential Common Elements and the Residential Limited Common Elements and (b) all General Common Charges received by the Condominium Board shall constitute trust funds for the purposes of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or the Managing Agent for the General Common Elements.

Easements

In order to facilitate the operation and Maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Boards. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Residential Unit Owner to use the General Common Elements and the Residential Common Elements provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes. Sponsor and its designee shall have an easement to erect, maintain, repair and replace lights and lighting fixtures and to erect maintain and replace satellite communication equipment and similar equipment, as permitted by Law, on the roofs and facade of the Building and elsewhere on the Common Elements which shall entitle Sponsor or its designee to utilize such easement for its own account or the account of any licensee of Sponsor or its designee for the purpose of servicing the Condominium or any other building or area. In addition, Sponsor and its designee shall have an easement to erect, maintain, repair and replace any signs, awnings, marquees, canopies, banners,

flags, pennants, aerials, antennas or the like (each a "Sign") permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

Name of Condominium

The Condominium and the Building shall be designated and known as the "Rushmore." Declarant and Declarant's assignee shall own and control all rights and interests, including the right to apply for any state trademark and prosecute to registration any federal trademark applications, and shall be responsible for all obligations and liabilities, including those in furtherance of protecting, policing and maintaining any applicable trademark rights, which may include litigating against those whom Declarant believes may be infringing Declarant's rights in and to the name of the Condominium and Building, appurtenant to the name of the Condominium and/or the Building. Only Declarant shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Declarant as the sponsor of the condominium offering, together with such other information as Declarant determines in its sole discretion.

The Declaration and By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan. A prospective purchaser should read the Plan in its entirety including the Declaration and By-Laws.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration of Condominium is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay such Unit Owner's pro rata share (in the proportion that such Unit Owner's Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges.

Section 581 of the Real Property Tax Law provides that real property owned on a condominium basis shall be assessed for real estate tax purposes at a sum not exceeding the assessment which would be placed thereon if the property were not owned on a condominium basis. Section 339-y of the Condominium Act provides in part that each Unit and its Common Interest shall be separately assessed for tax purposes and that in no event shall the aggregate of the assessment of the Units plus their Common Interest exceed the total valuation of the property were the property assessed as one parcel.

Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of Condominium operation will total approximately $4,670,135.24, based on an opinion prepared by Marcus & Pollack LLP dated July 19, 2006 which assumes (a) an assessed valuation attributable to the residential portion of the Property of $32,272,272 for the 2008 through 2009 fiscal tax year and $64,685,844 for the 2009 through 2010 fiscal tax year and (b) a projected tax rate of $12.396 per $100 of assessed valuation. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. PURCHASERS ARE ADVISED THAT THE NEW YORK CITY TAXING AUTHORITIES HAVE IMPLEMENTED SIGNIFICANT INCREASES IN THE TENTATIVE ASSESSED VALUATIONS FOR NEW CONSTRUCTION CONDOMINIUMS FOR THE TAX YEAR 2005/2006 WHICH DO NOT APPEAR CONSISTENT WITH THEIR VALUATIONS IN PRIOR YEARS. SPONSOR MAKES NO REPRESENTATIONS REGARDING THE METHODOLOGY WHICH THE TAXING AUTHORITIES WILL USE IN FUTURE TAX YEARS.

Sponsor intends to apply for partial exemption from real estate taxes with respect to the Building pursuant to Section 421-a of the New York State Real Property Tax Law. Under the Section 421-a program, the real estate tax estimate for the first year of Condominium operation will be based upon the assessed valuation of the Property in the tax year prior to construction, which is commonly referred to as the "mini-tax." During the tax year prior to construction 2004/2005, the total actual assessed value of the Property was $1,623,600. As set forth in the Opinion of Marcus & Pollack, LLP, if a Final Certificate of Eligibility is issued for the Property, the taxable assessed valuation is estimated to be $1,623,600 (for mini-tax calculations) or approximately $201,261.46 in taxes for the period of construction (up to three years) and for the first two years following the completion of construction, plus the non-exempt portion of the assess value attributable to the excess commercial space, if any (none is projected). No

warranties are made to Purchasers that the Residential Section will qualify for or receive benefits under the 421-a Program or that the laws or regulations or policies or practices upon which the Opinion of Marcus & Pollack LLP is based will not be changed. Please refer to the Section of the Plan entitled "Real Estate Taxes" and the opinions of Marcus & Pollack LLP dated July 19, 2006 set forth in Part I of the Plan for further discussion regarding real estate taxes for the residential portion of the Property.

The real estate tax estimates for each Residential Unit were calculated on the assumption that the real estate taxes payable with respect to each Residential Unit for the first year of Condominium operation will be allocated in proportion to each Residential Unit's percentage of common interest. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's purchase price rather than its percentage interest in the Common Elements and, if so, Residential Units having the same percentage of common interest may pay different real estate taxes.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) regarding the method of allocating real estate taxes which will be employed by the New York City tax assessor; (ii) of the assessed value of the residential portion of the Property during the first year of Condominium Operation, (iii) of the tax rates in effect during the first year of Condominium operation or (iv) whether the Property will qualify for benefits under the 421-a Program.

The By-Laws provide that the Residential Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Unit Owners, for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Residential Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. There are currently no tax certiorari proceedings pending with respect to the Property.

Section 421-a Real Estate Tax Benefits

Sponsor intends to apply for a partial exemption from real estate taxes with respect to the Building pursuant to Section 421-a of the New York State Real Property Tax Law to the New York City Department of Housing Preservation and Development ("HPD"), the governmental agency which administers the Section 421-a program.

In connection with the Section 421-a benefits, negotiable certificates of eligibility will be purchased by Sponsor for the number of residential units for which exemption will be claimed.

There is no guaranty or assurance that the criteria for continued availability of Section 421-a benefits for the Residential Units will be satisfied or that a Final Certificate of Eligibility will be issued by HPD. If, for any reason, Sponsor's application for a Final Certificate of Eligibility is not approved, the Units will be subject to full taxation and will receive no benefits under Section 421-a. See Schedule A for projected monthly real estate taxes for each Residential Unit with and without benefits under Section 421-a.

Prospective purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over five (5) fiscal tax years in annual increments of twenty percent (20%) each. Any further increase in assessed valuation during such five-year period resulting from a still higher market value is similarly phased in over an additional five-year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the five-year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such five-year period is called the "transitional" assessed valuation.

Prospective purchasers should note that the real estate taxes that will be payable by the Unit Owners for future years will vary in accordance with the amounts of the Unit's assessed valuation (transitional and actual) and of the real estate tax rate. In this regard, prospective purchasers should note that, assuming the partial exemption from real estate taxes pursuant to Section 421-a is maintained, the real estate taxes payable by the Unit Owners will in any event increase periodically over the ten (10) years of condominium ownership as an integral part of the Section 421-a program. The ten (10) year exemption from taxation consists of two (2) years of full exemption, followed by two years of exemption from 80 percent of such taxation, followed by two years of exemption from sixty percent (60%) of such taxation, followed by two (2) years of exemption from forty percent (40%) of such taxation, followed by two (2) years of exemption from twenty percent (20%) of such taxation.

Benefit Years	% of Exemption
1	100%
2	100%
3	80%
4	80%
5	60%
6	60%
7	40%
8	40%
9	20%
10	20%
11	0%

Sponsor will keep all records required by HPD and will make them available to HPD whenever requested to do so. HPD routinely conducts audits which can result in the reduction or revocation of benefits if proper documentation is not provided. Upon recording of the Condominium Declaration, Sponsor will make all tax benefit documents available to the Condominium Board for inspection and copying for the life of the benefits and Sponsor will file all applications and timely comply with all procedures required to properly process and maintain the tax benefits. Please refer to the opinion of Marcus and Pollack LLP dated July 19, 2006 set forth in Part I of the Plan, for further details regarding the real estate tax assessment for the Property.

TAXES – DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units by purchasers who use such Residential Units as a personal residence was prepared by Sponsor based, in part, upon the Attorney's Income Tax Opinion prepared by Stroock & Stroock & Lavan LLP, counsel to Sponsor, a copy of which is set forth in Part I of this Plan.

STROOCK & STROOCK & LAVAN LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS IN CIRCULAR 230, ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS PLAN AND/OR THE ATTORNEY'S INCOME TAX OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Deductibility of Mortgage Interest and Real Estate Taxes

Each Residential Unit Owner will own such Unit Owner's Residential Unit and its appurtenant interest in the Common Elements in fee simple and each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Residential Unit Owner will own such Unit Owner's Residential Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Stroock & Stroock & Lavan LLP that a Residential Unit Owner who uses such Unit Owner's Residential Unit as a personal residence and itemizes such Unit Owner's deductions will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire or substantially improve a principal or second residence (up to a total indebtedness of $1 million), plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of those limitations would not be deductible. Special limitations also apply with respect to the deductibility of points and other prepaid interest, if any, on the mortgage debt and may apply to the overall allowance of itemized deductions.

Taxation of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association," under Section 528 of the Internal Revenue Code, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income in connection with the provision of laundry facilities interest earned on any reserve funds, and possibly income from assessments from Commercial Unit Owners (in each case, less expenses directly connected with the production of such income).

Sponsor anticipates that it is likely that the Condominium will qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the Law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Schedule B, Budget for the First Year of Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not specifically budget any amounts for taxes for nonmembership or membership income. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Stroock & Stroock & Lavan LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Stroock & Stroock & Lavan LLP, the Selling Agent, the Managing Agent or any other person connected with this offering be liable if at any time it is held that the Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

ATTORNEY'S INCOME TAX OPINION OF STROOCK & STROOCK & LAVAN LLP

STROOCK

July 6, 2006

CRP/Extell Parcel I, L.P.
c/o Extell Development Company
800 Third Avenue, Fourth Floor
New York, New York 10022

Re: Condominium Offering Plan
Rushmore (the "Condominium")

Ladies and Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the offered Residential Units for their own residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Residential Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences (including the deductibility of any mortgage interest or real estate taxes) of (i) ownership of any Unsold Residential Units, any Residential Unit that is used for commercial or mixed residential/commercial purposes, or any Units other than the Residential Units (such as the Commercial Units), (ii) ownership or rental of any Unit purchased or rented for use by the Resident Manager, (iii) ownership of any rights with respect to any Storage Bin, vault space, or other storage space in or appurtenant to the Condominium, or (iv) any rebates or other payments that may be made, or benefits provided, to owners of Residential Units. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant. In rendering this opinion, we have assumed that the Plan is the document pursuant to

which owners of the Residential Units will acquire their Residential Units and that the relevant facts are as set forth therein.

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title in fee simple to his or her Residential Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Residential Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property. Under these circumstances, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Accordingly, based on the foregoing, it is our opinion that an owner of a Residential Unit who itemizes deductions and who uses his or her Residential Unit as a personal residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, real estate taxes assessed against his or her Residential Unit and paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes, and the applicability to them of the Federal alternative minimum tax.

Purchasers are advised that an exemption from real estate taxes may be available for veterans and other purchasers under the New York State Real Property Tax Law, as amended, and/or various codes, rules and regulations of the City of New York. Prospective purchasers are advised to consult with their own attorneys or other advisers to determine whether the prospective purchaser qualifies for any exemption from real estate taxes.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing of such

indebtedness, to the extent that the indebtedness does not exceed the amount of the refinanced debt), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return) ("acquisition indebtedness"), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, interest paid or accrued by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and any overall limitation on the allowance of itemized deductions.

Each owner of a Residential Unit who uses his or her Residential Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine

the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

If the Condominium qualifies as a homeowners association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income earned in connection with the provision of laundry facilities, interest earned on any reserve or working capital funds, and possibly income from assessments from the Commercial Unit Owners (in each case, less expenses directly connected with the production of such income).

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property (for this purpose facilities used primarily by individuals who are Residential Unit Owners constitute association property), (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based on the information contained in the Plan, including Schedule A to the Plan, and assuming that all the Residential Units are used by individuals for residential purposes within the meaning of Treasury Regulation § 1.528-4, at least 85% of the total square footage of all Units of the Condominium will be used by individuals for residential

purposes. Based upon the foregoing and assuming (i) that at least 85% of the total square footage of the Common Elements of the Condominium will be used by individuals for residential purposes, (ii) the actual gross income and expenditures of the Condominium for its first taxable year are the same as (or, if such taxable year is a short taxable year, are in the same proportions as) the estimated gross income and expenditures for the Condominium's first full year of operations, as set forth in Schedule B to the Plan, (iii) the amount designated as "Contingency" in Schedule B to the Plan (or, if the Condominium's first taxable year is a short taxable year, the pro-rata portion of such amount taken into account in accordance with assumption (ii)) is expended during the first taxable year of the Condominium solely for the acquisition, construction, management, maintenance and care of association property, (iv) the Amenity Facility located in the Condominium is used primarily by the Residential Unit Owners, (v) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, and (vi) there are no changes in the facts and/or the relevant provisions of current law, it is likely that the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for its first taxable year.

Absent the application of Code Section 528, the present state of federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Because the By-Laws of the Condominium provide that the Boards will act as the agent of the Unit Owners represented by each such Board, the Condominium Board may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include, among other things, interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Residential Common Charges should not be considered income earned by the Condominium with respect to the Residential Unit Owners. If, however, the Condominium is considered a separate entity it is unclear whether the Condominium would be taxable as a corporation or treated as a partnership for Federal income tax purposes. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with respect to income (potentially including the Common Charges, among other things) and deductions and return filing requirements and would be subject to Federal corporate income tax. If the

Condominium is treated as a partnership (assuming that the Condominium Board does not elect to be excluded from the application of the provisions of subchapter K pursuant to Treasury Regulation §1.761-2), the partnership would not be subject to an entity level tax, the items of income (potentially including the Common Charges, among other things) and deduction of the partnership would generally be passed through to the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Corporation Franchise Tax. Further, in such event, the Condominium likely would be subject to the New York City Unincorporated Business Tax, unless it were eligible for and elected treatment under Code Section 528 as a homeowners association.

To ensure compliance with requirements imposed by the IRS in Circular 230, we hereby inform you that (i) any tax advice contained in this opinion is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties under the Code, (ii) any such tax advice is written to support the promotion or marketing of the transactions or matters addressed in this Opinion and the Plan, and (iii) each Unit Owner, each potential Unit Owner, the Sponsor and the Condominium should seek advice based on its particular circumstances from an independent tax advisor.

We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will the Sponsor, Stroock & Stroock & Lavan LLP, any of the Boards, the Selling

Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or IRS rulings on which we have relied which cause the owners of Residential Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

Stroock & Stroock & Lavan LLP

STROOCK & STROOCK & LAVAN LLP

1632431v2

339-i OPINION OF STROOCK & STROOCK & LAVAN LLP

STROOCK

July 20, 2006

CRP/Extell Parcel I, L.P.
c/o Extell Development Company
800 Third Avenue
New York, NY 10022

Re: Rushmore
80 Riverside Boulevard
New York, New York (the "Condominium")

Gentlemen:

You have requested our opinion regarding the allocation of common interests to the Units at the above referenced Condominium as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Offering Plan for the referenced project (the "Plan").

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Penmark Realty Corp. as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Penmark Realty Corp.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law Section ("RPL") 339-i (1)(iv), i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to purchasers. In no event will the Sponsor, Stroock & Stroock & Lavan LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

The opinion expressed herein is based solely on New York law.

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We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

Stroock + Stroock + Lavan LLP

STROOCK & STROOCK & LAVAN LLP

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REAL ESTATE TAX OPINION OF MARCUS & POLLACK LLP

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July 19, 2006

Mr. Frank Haftel
CRP/EXTELL PARCEL I, LP
175 Riverside Boulevard
New York, New York 10069

Re: Riverside Boulevard Building I
Manhattan, Block 1171 Lot 140
80 Riverside Boulevard
Post Construction Projection

Dear Sirs:

You have requested us to project the real estate tax liability of the above referenced premises, after the condominium declaration has been filed, and with regard to any Section 421-a partial tax exemption benefits for which the parcel may qualify.

It has been the practice of the Real Property Assessment Department of the City of New York to review the assessed valuation of newly constructed buildings. While there is a formula which has been utilized by the Real Property Assessment Department in assessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the estimates presented below are based upon current policies and practices of that department.

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated below.

The actual (target), and transitional assessed valuations for the subject property for the most recent tax years are set forth as follows:

Tax Year		Land	Total
2003/04	Actual	$1,656,000	$1,656,000
2003/04	Transitional	$1,541,700	$1,541,700
2004/05	Actual	$1,669,500	$1,669,500
2004/05	Transitional	$1,623,600	$1,623,600
2005/06	Actual	$1,408,500	$1,417,500
2005/06	Transitional	$1,640,700	$1,649,700
2006/07	Actual	$1,566,000	$1,575,000
2006/07	Transitional	$1,591,200	$1,600,200

You have advised us of the following facts regarding this project:

1. CRP/EXTELL PARCEL I, LP is constructing a new mixed use multiple dwelling consisting of 289 residential apartment units, wherein at least 62 units will have 4.5 zoning rooms and at least 69 units will have 3.5 zoning rooms and 3 commercial units.

2. The total gross square footage of the residential portion of the building, including accessory uses such as, superintendent's unit, residential lobby area, resident storage, laundry, health club, amenity rooms, mechanical rooms, elevator shafts, etc. is 597,826 square feet. The gross square feet of the garage commercial unit is 49,917 square feet. The gross square feet of the two professional office commercial units is 4,577 sqft. The total gross building area is approximately 658,475 square feet inclusive of ramp to th garage consisting of 6,155 square feet of miscellaneous space. We have been advised that this property is on a land plot of 43,238 square feet.

3. The site prior to construction and as of the operative date comprises a single tax lot of vacant land.

4. The subject property will apply for real estate tax exemptions granted by the Housing Preservation and Development Agency ("HPD") through the 421-A program.

5. Construction as defined by HPD regulations commence on or about March 31, 2006 and a Temporary Certificate of Occupancy for all residential units is anticipated by August 31, 2008.

6. The property will be one building with separate condominium tax lots for each unit.

7. The commercial and residential portions of the property will be condominium units;

8. The first year of the condominium operation is planned for September 1, 2008 through August 31, 2009. Real Estate tax for the first year will be based on 10 months of tax year 2008/2009 and 2 months of tax year 2009/2010.

There are three recognized appraisal methods which are employed by the Real Property Assessment Department to determine the full market value of income producing real property. These methods are the original cost method, capitalization of income approach, and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings. Relevant data used in the cost method include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields a close estimate of the market value of the property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation (see New York State Real Property Tax Law Section 581, and Real Property Law Section 339-y).

Since tax year 1982/83, Real Property Tax Law section 1805 (3) has mandated that increases in assessed valuation must be phased in over a five year period, resulting in a "transitional assessment". However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitation, or addition of square footage to existing structures) changes directly into the taxable assessed valuation without the five-year phase-in. The "actual assessment"is the target value which will be reached at the end of the five year period, assuming the assessment is not increased in the interim. Taxes are payable based upon the lower of the two values.

In arriving at the assessed valuation for each unit in the Condominium, the building is first assessed in its entirety. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the condominium Declaration has been recorded and the floor plans are filed with the office of the City Register. The apportionment will be based in part upon the proportion the projected selling price presented in the Offering Plan for each residential unit bears to the gross sellout price for all residential units available for purchase in the project (hereinafter, "Proportionate Valuation"), and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases if any on particular units.

Reconciliation of the three approaches to valuation discussed above, including review of tentative 2006/2007 assessed valuations of comparable recently constructed residential apartment buildings, newly constructed office buildings and parking garages in the vicinity of the subject, justifies an overall assessed valuation for the entire condominium (including "land"and "building") of $64,792,944 or approximately $98.40 per square foot of gross building area (658,475 sqft.) upon completion in 2009/2010. In tax years 2007/2008 and 2008/2009 when the property is still under construction, we project that it is possible that for the tax year 2007/2008 assessed values to be $1,764,000 and the 2008/2009 assessed value to be $32,396,472 or approximately 50% of the estimated completion value. Prospective purchasers are advised that this valuation estimate assumes that the taxing authority is assessing a post-construction, completed, occupied building and is not intended to reflect any "progress"or interim valuation. In the event completion of construction is delayed for any reason, it is possible that the 2009/2010 assessed valuation may be somewhat lower than as estimated herein.

It is projected that for tax years 2006/2007 and 2007/2008, when the building will still be in the course of construction, the valuation for the entire premises (residential and commercial units) will be limited to the land.

Consequently, assuming the project meets the requirements of the foregoing statute, the building will not be assessed until the following tax year (2008/2009) and not fully assessed until tax year 2009/2010.

The most recent and currently available tax rate for tax year (2005/2006), for residential real property is 12.396% and for commercial property the current tax rate is 11.306%. For purposes of the following projections, a tax rate of 12.396% has been utilized for tax year 2009/2010. Taxes payable during tax year 2009/2010 by the Residential Units as defined above, are projected as follows (assuming the site does qualify for partial tax exemption benefits pursuant to Section 421-a of the real property Tax Law):

Our analysis of comparable recently constructed residential buildings adjusted for age and location with 421-a participation shows an average total assessment per square foot of gross building area at $103.00 per square foot.

Our analysis of comparable office commercial units in the vicinity shows an average total assessment per square foot of $103 per square foot.

Our analysis of the total assessment per square foot of parking garages in the vicinity shows an average total assessment per square foot of $55.00.

The three analyses mentioned above were conducted using the 2006/2007 assessment roll. It is our projection that by tax year 2009/2010 the subject property's total assessment before the apportionment for each condominium unit will be as follows:

Residential Units Assessment and related common area supports space as laundry, health club) (597,826 sqft. x $103.00 psf)]	$61,576,078
Professional Office Space Assessment (4,577 sqft. x $103 psf)	$ 471,431
Garage Space Assessment: (49,917 sqft. x $55.00 psf)	$ 2,745,435
Projected Total Assessed Value:	$64,792,944
Projected Transitional Assessed Value:	$64,685,844

Taxes payable during tax year 2009/2010 for the entire building are projected as follows:

Projected Total Transitional Assessed Valuation:	$64,685,844
Less Projected Mini Tax Assessed Value (Transitional):	$ 1,623,600
(2004/2005 Transition Assessment Prior to the beginning of construction)	
After Mini-Tax Assessment (Transitional AV):	$63,062,244
Exemption Percent:	100%
Exempt Total Transitional Assessment:	$63,062,244
Taxable Assessment (Transitional AV)	$ 1,623,600
Assumed Tax Rate:	12.396%
Projected Total Real Estate Taxes After 421-A Exemption:	$ 201,261.46

The tax liability of a particular condominium unit, assuming (a) the overall actual assessment as estimated above; (b) the Proportionate Valuation calculated in accordance with the guidelines set forth above; (c) tax rates as estimated above; and (d) Section 421-a partial tax exemption benefits, may be estimated as follows for tax year 2009/2010:

Estimated tax liability for individual unit = $201,261.46 x Proportionate Valuation

When not considering the 421-a Exemption and assuming the total actual assessment estimated above, the tax rate estimated above and the proportionate liability for an individual unit without 421-a benefits is $64,685,844 x 12.396% = $8,018,457.22 x proportionate value.

Projected Total Taxes Payable During Tax Year 2008/2009:

Actual Total Assessed Value:	$32,396,472
Transitional Total Assessed Value:	$32,272,272
Assumed Tax Rate:	12.396%
Without 421-a Exemption Projected 2008/2009 Taxes:	$4,000,470.84
421-a Mini-Tax Assessed Value	$1,623,600
Assumed Tax Rate:	12.396%
421-a Mini-Tax Payable:	$ 201,261.46

Projected Total Taxes Payable During Tax Year 2009/2010:

Actual Total Assessed Value:	$64,792,944
Transitional Total Assessed Value:	$64,685,844
Assumed Tax Rate:	12.396%
Without 41-a Exemption Projected 2009/2010 Taxes:	$ 8,018,457.22
421-a Mini-Tax Assessed Value:	$1,623,600
Assumed Tax Rate:	12.396%
421-a Mini-Taxes Payable:	$ 201,261.46

Projected Total Taxes Due For First Year of Condominium Operation September 1, 2008 to August 31, 2009:

September 1, 2008 - June 30, 2009 (10 Months of Tax Year 2008/2009)

$201,261.46 ÷ 12 x 10 = $167,717.88

July 1, 2009 - August 31, 2009 (2 Months of Tax Year 2009/2010)

$201,261.46 ÷ 12 x 2 = $33,543.58

421-a Mini Taxes Payable = $201,261.44

Without 421-a Tax Exemption Total Taxes Due = $4,670,135.24

During the first year of operation of the condominium, the tax liability of a particular condominium unit assuming (a) the overall actual assessment as estimated above, (b) the proportionate valuation calculated in accordance with the guidelines set forth above and (c) tax rates as estimated above may be estimated as follows:

1st Year Estimated Tax Liability For Individual Condominium Units:

With 421-a tax exemption $201,261.44 x Proportionate Valuation of Common Interest

Without 421-a tax exemption $4,670,135.24 x Proportionate Valuation of Common Interest

This letter was prepared at the sponsor's request, CRP/EXTELL PARCEL I, LP. Certain figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. We have not passed upon the accuracy of any figures or estimates contained in the Plan, and offer no warranties of the amount of any tax liabilities for any period.

The opinions expressed above are based on our interpretation of the Real Property Tax Law, Administrative Code of the City of New York, and the applicable rules and regulations, policies and practices of the Department of Finance in effect as of the date hereof. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The foregoing analysis is based upon our experience with the Real Property Assessment Department and the Tax Commission of the City of New York, and their assessment policies regarding newly constructed properties held in condominium ownership. Application of a particular approach to valuation by an individual assessor may yield a different result. This would necessitate commencement of real property tax review proceedings at the Tax Commission or Supreme Court level to bring the assessment in line with the estimates presented herein.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Joel R. Marcus

JRM/ak

421-A REAL ESTATE TAX OPINION OF MARCUS & POLLACK LLP

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taxappeal@marcuspollack.com

July 19, 2006

Mr. Frank Haftel
CRP/EXTELL PARCEL I, LP
175 Riverside Boulevard
New York, New York 10069

Re: Riverside South Project
421-A Eligibility
Riverside Boulevard Building I
Manhattan, Block 1171 Lot 140
80 Riverside Boulevard

Dear Mr. Haftel:

We have been requested to render our opinion as to the eligibility of the above referenced property (the "Project") to receive partial real estate tax exemption benefits pursuant to Section 421-a of the Real Property Tax Law ("421-a") and the procedures for obtaining such benefits, while obtaining such benefits through the acquisition of 421-a negotiable certificates, and a description of typical fees made payable to the New York City Department of Housing and Preservation. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts given to us by CRP/EXTELL PARCEL I, LP.

We have been advised that the Project is to be developed and owned as a Condominium building and is expected to contain 289 residential units, a parking garage and two professional office commercial units. In order for the completed Project to be eligible for partial real estate tax exemption benefits pursuant to 421-a, Section 11-245 of the New York City Administrative Code and the Rules and Regulations governing the 421-a program, the following major requirements will have to be satisfied:

1. The Project must consist of a new multiple dwelling containing not less than three dwelling units. As the Project will contain approximately 289 dwelling units, this requirement will be satisfied.

2. The land on which the building is to be constructed must have been vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the operative date, i.e., thirty-six months prior to the commencement of construction. It may not be mapped as a public park or utilized for ten or more consecutive years prior to October 1, 1971 as a private park.

   The site is designated on the official tax maps of the City of New York currently as Block 1171 Lot 140 in Manhattan. We have been advised that the construction will commence as that term is defined in the 421-a Rules and Regulations on or about March 31, 2006. The operative date, therefore, is March 31, 2003. An Inspection of the official records of the City of New York indicates that for fiscal year 2002/2003, the property assessment was all land. In addition, we have been advised that the land contained no enclosed, permanent improvement and was neither mapped or used as a park. Therefore, pursuant to Section 6-02(f)(3) of the 421-a rules and regulations, the site would meet the regulatory definition of vacant and underutilized land and would satisfy this requirement.

3. Section 6-02(e) of the Rules and Regulations provides that, if the new multiple dwelling contains more than one hundred dwelling units, not less than 10 percent of such units must contain at least 4.5 zoning rooms and, in addition, not less than 15 percent of such units must contain 3.5 zoning rooms. We have been advised that at least 62 dwelling units will contain 4.5 zoning rooms or more and, in addition, at least 69 dwelling units will contain 3.5 zoning rooms. Therefore, this requirement will be satisfied.

4. The construction of the building must commence on or after January 1, 1975 and before December 31, 2007. As amended by Chapter 427 of the Law of 2001 signed October 31, 2001. We have been advised that construction will commence March 31, 2006. The commencement of the Project within the aforesaid time period will satisfy this requirement.

5. On November 29, 1984, the Board of Estimate approved Local Laws 78 and 79 of 1984, now Section 11-245 of the administrative Code of the City of New York. The Section provides that 421-a tax exemption benefits shall not be available for construction commenced after November 29, 1985 if the property is located in the therein described geographic exclusion area. The Project is located within that geographic exclusion area. However, Section 11-245 provides that, under certain circumstances, 421-a benefits shall be available in the geographic exclusion area. Those circumstances are:

a. construction carried out with substantial governmental assistance;

b. projects where HPD certifies that twenty percent (20%) of the units in that building are affordable to households of low and moderate income ("Affordable Units"); or

c. construction is carried out pursuant to a written agreement with HPD to create through new construction or substantial rehabilitation Affordable Units located outside the geographic exclusion area and numbering at least twenty percent (20%) of the number of units contained in the building located in the geographic exclusion area. (These requirements, as amended appear in paragraph 6 below.)

6. On August 27, 1987, HPD promulgated new regulations governing the 421-a program, which were amended on May 13, 1988 and May 6, 1994. Included therein is Section 6-08 entitled "Affordable Housing Construction Requirements". This section provides the guidelines for qualifying a project for 421-a tax exemption benefits where the building is located in the geographic exclusion area and where construction commenced after November 29, 1985. Section 6-08(m) of the Rules and Regulations provides that HPD shall issue Negotiable Certificates certifying that Affordable Units have been created pursuant to a written agreement in compliance with Section 6-08 of such regulations. Such Negotiable Certificates will provide that a specified number of dwelling units in the geographic exclusion area are entitled to receive 421-a benefits. Section 6-08 provides, in part, the following eligibility requirements and conditions for entering into a written agreement with HPD pursuant to paragraph 5 (a), herein, prior to December 31, 2007:

a. that for building located within the geographic exclusion area, Affordable Units numbering twenty percent (20%) of the number of units contained in that building must be created through new construction; and

b. that if the average size of the residential units contained in the multiple dwelling located in the geographic exclusion area seeking 421-a benefits exceeds 1,200 square feet, the number of Affordable Units which must be created shall be increased by the same ratio that the average square footage exceeds 1,200 square feet.

We have been advised that CRP/EXTELL PARCEL I, LP, will purchase sufficient Negotiable Certificates for a project to be constructed, entitling 289 residential units to 421-a eligibility. Therefore, this requirement will be satisfied and indicating that an appropriate building with required amounts of units will be constructed.

7. The Rules and Regulations governing the 421-a program provide that where the Affordable Units are owned or managed by a qualified not-for-profit organization, the not-for-profit owner or manager shall assume the ongoing responsibility for insuring the continuing maintenance and operation of the affordable units in a habitable condition. Failure of the not-for-profit organization to maintain such units as affordable or in a habitable condition shall not result in a revocation of the tax benefits received by the multiple dwelling located in the geographic exclusion area.

8. The application for the Preliminary Certificate of Eligibility must be filed with HPD after the commencement of construction but prior to completion of construction. Such application must include the Written Agreement with HPD for the creation of Affordable Units and the agreement to purchase Negotiable Certificates, or Negotiable Certificates issued by HPD. Therefore, the Preliminary Certificate of Eligibility will not be issued until either the Negotiable Certificate or the written agreement with HPD is included with the 421-a application for the Preliminary Certificates of Eligibility. As the project will be owned as a condominium, the Application for a Final Certificate of Eligibility must be filed with HPD prior to the first taxable status date following the completion of construction. The Final Application must be completed within 90 days of the issuance of a Permanent Certificate of Occupancy or a Temporary Certificate of Occupancy covering all residential space in the building. Both the Preliminary and Final Certificates of Eligibility must be filed with the Real Property Assessment Bureau of the New York City Department of Finance.

Therefore, since we are advised that a sufficient number of Negotiable Certificates issued by HPD will be acquired and a Preliminary Application will be timely filed, this will satisfy the eligibility requirement listed in paragraphs 6, 7 and 8.

Although there are a number of additional criteria for determining eligibility for Section 421-a benefits, they are not applicable to buildings created on vacant land. With respect to incidental requirements applicable to this project, such as the current payment of water and sewer charges and real estate taxes, the payment of a $100 application fee which is a non-refundable deposit against the payment of HPD filing fees, equal to .4% (four tenths of one percent) of total development costs or the Condominium's total sell-out price, and the availability of books and records in the event the project is selected for audit by HPD, we have assumed that they will be satisfied.

If the foregoing information and assumptions are accurate and valid, and all of the 421-a requirements are met, the Project shall receive a partial exemption from taxation for local purposes, other than assessments for local improvements, for the construction period, not to exceed three years, and for ten years after the taxable status date immediately following the completion of construction, or the three year maximum construction period, whichever is less.

The real estate taxes on the project will be partially exempted in declining percentages during the ten years following completion of construction, as set forth below:

Year Following Completion of Construction	Percentage of Value Which is Exempt
1-2	100%
3-4	80%
5-6	60%
7-8	40%
9-10	20%
11	0%

These percentages of exemption will be diminished to the extent that the commercial, community facility and any accessory use space ("Commercial Space"), as defined in section 6-01 of the Rules and Regulations which does not include accessory parking spaces, exceeds twelve percent of the aggregate floor area of the entire building. We have been advised that the Commercial Space will not exceed twelve percent of the aggregate floor area of the Project.

In addition to the foregoing taxes, the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the "mini" tax, payable at the then current tax rate.

MARCUS & POLLACK LLP

An examination of the records of the New York City Department of Finance indicates that in the tax year prior to commencement of construction, 2004/2005, the total actual assessed valuation of Block 1171 Lot 140 was $1,669,500 and the transitional total assessed value was $1,623,600. Accordingly, if a Final Certificate of Eligibility is issued for the Project, the taxable assessed valuation should be $1,623,600 (for mini-tax calculations) or approximately $204,898 in taxes for the period of construction (up to three years) and for the first two years following the completion of construction, plus the non-exempt portion of the assessed value attributable to the excess Commercial space, if any (none is projected).

No warranties are made herein that HPD will approve the Section 421-a application or that the laws or regulations or policies and practices upon which this opinion is based will not be changed after the date of this opinion. The analysis and conclusions set forth herein are based upon facts provided to us by CRP/EXTELL PARCEL I, LP. In addition, we do not warranty or represent the amount of tax savings if the project receives partial real estate tax exemption benefits.

Very truly yours,

Joel R. Marcus

JRM/ak

WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of each Residential Unit shall be required to make a contribution at the Closing of such Unit Owner's Unit(s) to the Working Capital Fund of the Residential Section (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Residential Common Charges in effect for such Unit(s).

At the First Closing, Sponsor will apportion with the appropriate Boards the following items as of midnight of the date preceding said Closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals, uniforms and all other payments or obligations relative to the employees of the Building;

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the General and Limited Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies, if any;

(9) management fees; and

(10) other customary adjustments.

Adjustments for prepaid expenses between Sponsor and the Board(s), if any, may be deducted from the Working Capital Fund. If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable or there are insufficient funds in the Working Capital Fund, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund will be held and used for working capital, for closing costs and adjustments in connection with the Resident Manager's Unit, or for such other appropriate

purposes as will be determined by the Residential Board and may be augmented by allocations from the monthly Residential Common Charges collected from each Residential Unit.

The Residential Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. There is no minimum amount set for the Working Capital Fund regardless of the amount of adjustments. However, in no event shall any portion of the Working Capital Fund be used to pay any Residential Common Charges or Residential Common Charges attributable to Unsold Residential Units.

In the event that capital expenditures for renewal or replacement of building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or make special assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, a Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Unit Owner approval. In addition, pursuant to the By-Laws each Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium operation. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

RESERVE FUND

No reserve fund for capital expenditures has been established for the Condominium. The contingency fund reflected in Schedule B is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or institutive a special assessment of Common Charges.

MANAGEMENT AGREEMENT

The Condominium Board will enter into a management agreement (the "Condominium Management Agreement") with Penmark Realty Corporation, having an address at 820 Second Avenue, New York, New York 10017 (the "Managing Agent"), with respect to the Building at or prior to the First Closing. The principals of the Managing Agent are affiliated with Sponsor and its principals.

The Condominium Management Agreement provides for a term of five (5) years commencing on the First Closing and thereafter, if not otherwise terminated by the Condominium Board for a one year period, subject to any changes in fees set forth in a notice to be delivered to the Condominium Board which must be served at least forty-five (45) days but not more than sixty (60) days prior to the expiration of the initial term of the Condominium Management Agreement. The Condominium Management Agreement may only be terminated by the Condominium Board for cause; if the Managing Agent shall fail to perform or abide by any of its services, agreements, representations, warranties, covenants, or obligations herein, and shall fail to cure said failure within 30 days of notice of said failure sent by the Condominium to the Managing Agent, the Condominium shall have the right to terminate the Condominium Management Agreement at the end of any calendar month on not less than sixty (60) days' prior written notice to the Managing Agent. If the Condominium shall unreasonably refuse to comply with or abide by any proper rule, order, determination, ordinance or Law of any federal, state or municipal authority having jurisdiction or asserting jurisdiction, the Managing Agent may terminate this agreement at anytime on ten (10) days' prior notice in writing to the Condominium. The Managing Agent may otherwise terminate this Agreement on thirty (30) days' prior written notice to the Condominium.

The Managing Agent will receive an annual fee of $100,000, payable in equal monthly installments. The fees charged by the Managing Agent are consistent with fees charged with other managing agents managing buildings in Manhattan.

The Condominium Board shall reimburse the Managing Agent for all reasonable out of pocket expenses incurred by Agent in the performance of its duties under the Condominium Management Agreement including, but not limited to, messenger expenses and storage charges for the Condominium Board's documents and filing fees.

The duties and services to be rendered by the Managing Agent include, among others:

(1) cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the building, who, in each instance, shall be the Owner's and not the Agent's employees, and cause to be discharged all persons unnecessary or undesirable. The cost for outside computer payroll services shall be paid by the Owner;

(2) cause the building to be maintained in good condition, including interior and exterior cleaning, and cause repairs and alterations of the building to be made, including but not limited to, electrical, plumbing, steam fitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes

therein as may be proper, subject only to the limitations contained in this agreement or the Condominium By-laws. Ordinary repairs or alterations involving an expenditure of over Two Thousand Five Hundred (2,500.00) Dollars for any one item shall be made only with the prior approval of the Owner, but emergency repairs, i.e., those immediately necessary for the preservation or safety of the building or for the safety of residents, or other persons, or required to avoid the suspension of any necessary service in the building, may be made by the Agent irrespective of the cost thereof, without the prior approval of the Owner, after consultation, if feasible, with an officer of the Owner, or the Chairman of the Board Committee having jurisdiction;

(3) promptly file an amended building registration statement with the New York City Department of Rent and Housing Maintenance, designating one of the officers or responsible employees of the Agent as the "Managing Agent" of the premises, in accordance with the Multiple Dwelling Law and Housing Maintenance Code;

(4) recommend, and with the approval of the Owner, cause all such acts and things to be done in or about the building as shall be necessary or desirable to comply with any and all orders or violations affecting the building, placed thereon by any Federal, State or Municipal authority having jurisdiction thereover, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or other similarly body, except that if failure promptly to comply with any such order or violation would or might expose the Owner or the Agent or the persons designated as "Managing Agent" in the registration statement to criminal liability, the Agent may cause such order or violation to be complied with, after consultation with an officer of the Owner. The Agent shall notify the Owner after receipt of any order or violation, as aforesaid;

(5) enter into contracts for electricity, gas, steam, air conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, detective agency protection, vermin extermination, and other services or such of them as shall be advisable on behalf of the Owner. All contracts must be approved by the Owner prior to signing by the Agent;

(6) purchase all supplies which shall be necessary to maintain and operate the building properly; make all such contracts and purchases in either the Owner's or the Agent's name, as the Agent shall elect; and credit to the Owner and discounts or commissions obtained for purchases or otherwise (except any insurance and other commissions payable to the Agent under the terms of this agreement);

(7) advise the Owner with respect to proper insurance coverage of the building, its employees and unit owners; if requested by the Owner, obtain quotations for such insurance and cause to be effected an maintained, in such amounts and through such carriers as the Owner shall designated or approved, fire, rent, plate glass, boiler, water, damage, liability, workman's compensation, employer's liability, disability and any other insurance the Owner may elect to carry; and to cooperate with any independent insurance broker or consultant that the Owner may

designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto;

(8) check all bills received for services, work, and supplies ordered in connection with maintaining and operating the building, pay or cause to be paid all such bills and mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, and corporate income taxes and other taxes assessed against the Owner or the building as and when the same shall become due and payable;

(9) if requested by the Owner, list and offer for sale or lease through its own organization and, if the Owner shall deem it advisable, through other brokers, space reserved, acquired, or re-acquired by the Owner in the building, and use its best efforts to effect sales or leases, and to renew leases of space reserved, acquired or re-acquired by the Owner in the building, including the preparation and execution of lease documents under the supervision of the Owner;

(10) supervise the moving in and out of unit owners and tenants, collect moving fees, and as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the building and inconvenience to other residents; and

(11) bill or cause to be billed within two (2) days of the end of the month, unit owners and tenants for common charges, rent and other charges, use its best efforts to collect such common charges, rent and other charges and deposit same in the Owner's bank account. Cooperate with the Owner's attorneys in all suits or proceedings brought to recover possession of space in the building or common charges, rent and other charges which may at any time be or become due to the Owner from any unit owners, tenant or subtenant in respect to space in the building. No suit or proceedings shall be instituted by the Agent without the Owner's authorization;

(12) consider and, when reasonable, attend to complaints of unit owners, tenants and subtenants. If the Agent shall deem any such complaint unreasonable, it shall advise the Owner of the complaint and the reason for its opinion that the complaint is unreasonable;

(13) cause to be prepared and filed by an outside payroll service the necessary forms for unemployment insurance, withholding and social security taxes and other tax and other forms relating to employment of building employees and maintenance and operation of the building required by any Federal, State or Municipal authority or the employees' union;

(14) shall maintain accurate and complete accounts and records (other than books of account maintained by the Owner's accountants) for the Owner, and the checkbook on the Owner's checking account and savings bankbooks, if any, and maintain orderly files containing rent records, insurance policies, leases and

subleases, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the building or the operation thereof, and the same shall be and shall at all times remain the property of the Owner, and the agent shall, upon request of the Owner, make same available to the Owner, the Owner's officers, accountants, attorneys or other representatives and shall deliver up same to the Owner or its aforesaid agents on demand from the Owner;

(15) no later than the twentieth day of each month, render or cause to be rendered regular monthly statements for the preceding month, supported by disbursement vouchers, to the Owner;

(16) cooperate with the Owner's accountants in regard to the annual audit of the books of account of the Owner and the annual report of operations of the Owner. A copy of each such annual report, when received, shall be promptly sent by the agent to each unit owner, prior to the annual meeting;

(17) cooperate with the Owner's accountants in regard to the preparation and filing, on behalf of the Owner, of Federal, State, City and any other income and other tax returns required by any Governmental Authority;

(18) prepare and submit to the Condominium Board of the Owner, as requested, an operating budget, setting forth anticipated income and expenses of the property for the ensuing year and a comparison of such budget with actual expenses for equal periods in the past;

(19) prepare and send out all letters, notices and reports as the Condominium Board or Secretary of the Owner may request;

(20) when the books of tentatively assessed valuations of the State of New York are opened for public inspection in each year, ascertain the assessment of the land on which the building is located and the assessment of the building and report such assessments to the Owner. Should the Owner consider such assessments excessive, the Agent will, if requested by the Owner, cooperate with the Owner's attorneys in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the State of New York and, if the Owner shall not have any regular attorneys, retain special counsel to prepare such application (with the Agent's cooperation) and to institute tax certiorari proceedings;

(21) accept applications and references from all prospective unit owners, and tenants as the Owner may desire; obtain credit and other reports relating to prospective unit owners, and tenants of space being leased or subleased by a unit owner or the Owner; obtain from unit owners such record searches and other information as the Owner may require, and submit same to the Owner. Agent will submit to the Condominium Board such application within two (2) business days after submission of completed application;

(22) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board or the Residential Board for the proper management of the Building or the Residential Section, as the case may be.

Each Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Condominium Management Agreement or at the instructions of such Board, provided however; any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

The Condominium Management Agreement cannot be assigned without the written consent of the Condominium Board and the Managing Agent, except that the Managing Agent may assign the Condominium Management Agreement to an entity in which one or more of the principals are also principals of the Managing Agent.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the Condominium Management Agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor. The Managing Agent, at the expense of the Condominium, will be bonded during the term of the Condominium Management Agreement under fidelity or general surety bonds in the amount of not less than $25,000 in favor of Condominium for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees.

IDENTITY OF PARTIES

Sponsor

Sponsor is CRP/Extell Parcel I, L.P., a Delaware limited partnership with an office at c/o Extell Development Company, 800 Third Avenue, Fourth Floor, New York, New York, 10022 formed on July 20, 2005.

The principal of Sponsor is Gary Barnett. Mr. Barnett has been involved in ownership, management, development and sale of real estate through his companies since 1989.

Mr. Barnett has not been involved in any condominium or cooperative offering plans for the last five years and does not own ten (10%) percent or more of the unsold units or unsold shares in any building except as follows:

The Gatsby Condominium 65 East 96th Street New York, New York 10128	File No. CD99-0096
The Briarcliffe 171 West 57th Street New York, New York	File No. CD99-0013
45 Walker Street Condominium 45 Walker Street New York, New York 10013	File No. CD01-0056
The Orion Condominium 350 West 42nd Street New York, NY 10036	File No. CD04-0285
330 East 72nd Street Condominium 330-332 East 72nd Street New York, NY 10023	File No. CD04-0049
Altair 20 15 East 20th Street New York, New York	File No. CD05-0023
Altair 18 32 West 18th Street New York, New York	File No. CD05-0024
The Stanhope 995 Fifth Avenue New York, NY 10028	File No. C05-0009

Ariel West Condominium 245 West 99th Street New York, NY 10025	File No. CD05-0281
Ariel East Condominium 2628 Broadway New York, NY 10025	File No. CD05-0321
Avery 100 Riverside Boulevard New York, NY 10069	File No. CD05-0467

Mr. Barnett is current in his financial obligations to the Condominium and Cooperative Offerings listed hereinabove.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Selling Agent

The Selling Agent for this offering is Corcoran Group Marketing, having an address at 888 Seventh Avenue, 39th Floor, New York, New York 10106. The Selling Agent has been involved in the sale of coops and condominiums in Manhattan for over thirty (30) years.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent; and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Managing Agent

Penmark Realty Corp., having an office at 820 Second Avenue, New York, New York 10017 will be the managing agent for the Building. (See the Section entitled "Management Agreement" in Part I of the Plan). The Managing Agent is not affiliated with Sponsor. The Managing Agent has been engaged in the development ownership, operation and management of New York City residential properties for over forty (40) years.

There have been no prior felony convictions of the Managing Agent, or any principals of the Managing Agent; and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

A list of properties which have been managed by the Managing Agent include:

Fifth 956 Corporation 956 Fifth Avenue New York, NY 10021	40 East 80 Apartment Corporation 40 East 80th Street New York, NY 10021
The Spencer Condominium 1 East 62nd Street New York, NY 10022	1049 Fifth Avenue Condominium 1049 Fifth Avenue New York, NY 10028
1235 Park Condominium 1235 Park Avenue New York, NY 10128	34557 Corp. 345 East 57th Street New York, NY 10022
360 West 22nd Street Owners Inc. 360 West 22nd Street New York, NY 10011	

Attorneys for Sponsor

Sponsor has retained the law firm of Stroock & Stroock & Lavan LLP, having an office at 180 Maiden Lane, New York, New York 10038 to represent it in connection with the Plan. Stroock & Stroock & Lavan LLP prepared the Plan, the Declaration, the By-Laws and the forms of Agreement, Residential Unit deed and Power of Attorney and has also rendered an opinion with respect to the availability of income tax deductions to purchasers of Residential Units and compliance with Section 339-i of the Real Property Law. Michel Evanusa, Esq. had principal responsibility for the preparation of the Plan. Stroock & Stroock & Lavan LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Sponsor has retained Marcus & Pollack LLP, having offices at 708 Third Avenue, New York, New York 10017 to represent it in connection with the estimated valuation of the Property for real estate tax purposes and to represent it in connection with its application for 421-a benefits.

Sponsor's Architects/Engineers

The design architect for the Building is Costas Kondylis & Partners, LLP, having an office at 31 West 27th Street, New York, New York 10001 which has had extensive experience in residential design and overall planning.

I.M. Robbins, P.C., having an office at 310 Madison Avenue, New York, New York, 10017 was the mechanical and electrical engineers for the Building.

The Cantor Seinuk Group, having an office at 600 Madison Avenue, New York, New York, 10017 was the structural engineers for the Building.

Sponsor's Energy Expert

I.M. Robbins P.C., consulting engineers, having an address at 15 West 44th Street, New York, New York 10036, prepared the estimates of energy usage by individual Residential Unit Owners set forth in Part I of the Plan.

Sponsor's Condominium Expert

Penmark Realty Corporation, having an address at 820 Second Avenue, New York, New York 10017, estimated all amounts of income and expenses in Schedule B, "Projected Budget For First Year of Condominium Operation," in consultation with Sponsor and provided its opinions regarding the adequacy of the Budget, the adequacy of the Common Charges payable by the Non-Residential Unit Owners, and Sponsor's compliance with Section 339-I of the Real Property Law.

Service of Process

The Secretary of State of the State of New York has been designated to receive service of process for CRP/Extell Parcel I, L.P. which was not formed in New York State.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give Unit Owners annually:

(1) a financial statement of the Condominium prepared by a certified public accountant within four months after the end of each fiscal year, which statement shall be certified while the Sponsor is in control of the Condominium Board;

(2) prior notice of the Annual Unit Owner's meeting; and

(3) a copy of the proposed annual budget of the Condominium delivered to Unit Owners at least five (5) days prior to the adoption thereof. For so long as Sponsor controls the Condominium Board, Sponsor will have the annual budget of the Condominium certified in accordance with 13 NYCRR 20.4(d).

RECORDATION, INSPECTION AND DELIVERY OF DOCUMENTS

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six (6) years all without charge and for copying for a reasonable charge. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be in the City Register's Office.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Agreement, form of Residential Unit deed, form of Power of Attorney and other documents and Purchasers are urged to read the documents set forth in Part II of the Plan in their entirety. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Residential Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time, upon amendment to the Plan, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel an Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material amendment to the Plan as to which rescission is required by the Department of Law, Purchasers will have a right of rescission which may only be exercised within fifteen (15) days from the date of presentation of said amendment. Escrow Agent shall promptly return any Deposit, together with any interest thereon, to Purchasers who rescind, except that Escrow Agent shall return to Sponsor the Deposit (and any interest thereon) of any Purchaser who is in default under the Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, race, creed, color, national origin, marital status, age, disability, sexual orientation or any other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property and the Building have not been the subject of any prior public offerings. Sponsor has previously tested the market pursuant to Cooperative Policy Statement No. 1, File No. CP-05-0220.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property set forth as Exhibit 4 in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building Condition in Part II of the Plan.

PART II

RUSHMORE

80 RIVERSIDE BOULEVARD

NEW YORK, NEW YORK 10069

EXHIBIT "1"

AGREEMENT

OPTION AGREEMENT

CRP/Extell Parcel I, L.P.

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

RESIDENTIAL SECTION

OF

RUSHMORE
80 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

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UNIT NUMBER(S) _____

RESIDENTIAL SECTION

OF

RUSHMORE
80 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

(to be executed in quintuplicate)

This option agreement (the "Agreement"), made as of the date on the signature page of the Agreement, between CRP/Extell Parcel I, L.P., a Delaware limited partnership, having an office at c/o Extell Development Company, 800 Third Avenue, Fourth Floor, New York, New York 10022 ("Sponsor"), and

_____, having an address at

_____ ("Purchaser").

WITNESSETH:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for the Residential Section of the Rushmore and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding except where such provisions were requested by Purchaser and agreed to by Sponsor.

2. DEFINITIONS. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit ("Unit") to be designated as Unit __ in the Plan, together with the ___ percentage undivided interest in the General Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

4.1 The purchase price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ (the "Initial Deposit"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged.

(b) $_____ (the "Additional Deposit"), by check payable no later than the earlier to occur of: (i) _____ which is six (6) months after the date of the Agreement or (ii) fifteen (15) days after Sponsor presents an amendment declaring the Plan effective, but in no event later than the Closing, subject to collection. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit."

(c) $_____, constituting the balance of the Purchase Price, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to by Sponsor. Checks for the Deposit (other than any portion of the Deposit paid at the Closing pursuant to the provisions of this Agreement) shall be made payable to "Stroock & Stroock & Lavan LLP, Escrow Agent." Checks for the balance of the Purchase Price (including any portion of the Deposit paid at the Closing pursuant to the provisions of this Agreement) shall be made payable by good certified check of Purchaser or official bank check to the direct order of "CRP/Extell Parcel I, L.P." or such other party as Sponsor may designate upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Deposit as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 15 hereof.

5. CLOSING OF TITLE.

5.1 The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on notice served not less than thirty (30) days' prior to the scheduled date for closing. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser. In the event of such adjournment, a closing may be rescheduled by Sponsor upon written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing. In the event this Agreement is executed after the First Closing, the closing of title shall occur thirty (30) days after the date of this Agreement.

5.2 The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

5.3 The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 5.1 hereof.

6. DELIVERY OF THE DEED AND POWER OF ATTORNEY.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by Law, all of which shall be prepared by Sponsor.

6.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board, the Residential Board and Sponsor substantially in the form set forth in Part II of the Plan.

6.3 The deed and power of attorney to the Condominium Board, Residential Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and (ii) each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRS §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. FEE TITLE. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) Commonwealth Land Title Insurance Company, having an address at Two Grand Central Tower, 140 East 45th Street, 22nd Floor, New York, NY 10017 (Tel: (212) 949-0100, Fax: (212) 983-8430) (or such other title insurance company as Purchaser may utilize), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8. CLOSING ADJUSTMENTS AND REAL ESTATE TAXES.

8.1 Subject to Paragraph 15 hereof, the following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Residential Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

8.2 If closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date, the adjustments and collection of taxes under subsection 8.1(a) hereof and future tax payments shall be as described in the Section of the Plan entitled "Closing Costs and Adjustments."

8.3 If Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title.

8.4 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

8.5 Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the closing.

9. MORTGAGE TAX CREDIT. In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor at closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed. Alternatively, Sponsor may require, in its sole discretion, that a Purchaser, who is financing the purchase of said Residential Unit with a purchase money loan secured by a mortgage (the "Purchase Money Mortgage"), must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage as determined by Sponsor. Upon such assignment, the

Purchase Money Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of any mortgage tax credit which Purchaser receives as a result of such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchase Money Mortgage.

10. CLOSING COSTS. In addition to those costs and adjustments described in Articles 8 and 9 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments."

11. DEPOSIT. The Deposit made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law (the provisions of which are set forth in Part II of the Plan and deemed incorporated herein by reference) and Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York. Any Deposit received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. Sponsor is required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Deposit, if any. Purchaser will be taxed accordingly on such interest.

12. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

14. PURCHASER'S REPRESENTATIONS. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at any time, such documents evidencing Purchaser's authority as may be required by Purchaser's title company or Sponsor. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, personal characteristics and mode of living prior to counter-executing this Agreement and in order to permit Sponsor to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to obtain such information and to retain a credit reporting agency to obtain such information.

15. DEFAULT BY PURCHASER.

15.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the Additional Deposit or the balance of the Purchase Price on the Closing Date designated by Sponsor; or

(ii) Purchaser's failure to duly complete and sign before a notary public and deliver at closing the power of attorney or the New York State and City transfer tax returns; or

(iii) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

(viii) Purchaser's failure to pay any closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Sponsor; or

(ix) The failure to pay, perform or observe any of Purchaser's other obligations hereunder.

15.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to

perform any of Purchaser's other obligations hereunder, Sponsor shall give notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit), together with interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). Notwithstanding the foregoing, if and only to the extent that the sale of the Residential Units is not exempt from the provisions of the Interstate Land Sales Full Disclosure Act, the amount of the Deposit to be retained by Sponsor upon Purchaser's failure to cure a default after the expiration of the thirty (30) day notice and opportunity to cure period will be the greater of (i) fifteen percent (15%) of the Purchase Price (excluding any interest owed) or (ii) the amount of damages incurred by Sponsor due to the default. For purposes hereof, "damages" means actual damages resulting from the default, as determined under New York law.

15.3 If Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

16. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

16.1 The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section in the Plan entitled "Effective Date" for full details). Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

16.2 If the Plan is abandoned or if after being declared effective the Plan will not be consummated for any reason, this Agreement will be deemed canceled and the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, will be disbursed to Purchaser, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special

work in the Unit, as more particularly described in the Section of the Plan, entitled "Effective Date." After the monies are so disbursed, Purchaser and Sponsor will have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and all of same will be released and discharged from all liabilities and obligations hereunder and under the Plan.

17. SPONSOR'S INABILITY TO CONVEY THE UNIT. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy will be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor will, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, as more particularly described in the Section of the Plan, entitled "Terms of Sale," and, upon making such payment, this Agreement will be terminated and neither party hereto will have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it will be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

18. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. Only those fixtures, appliances and items of personal property which are described in the Description of the Property in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. At the Closing, Sponsor shall transfer to Purchaser any assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit.

19. ACCEPTANCE OF CONDITION OF PROPERTY. Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) the "punch list" items in the Unit (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit provided that Sponsor delivers a temporary certificate of occupancy for the Unit. The Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Unit, and the fixtures and personality contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Unit shall have the right to inspect such Unit prior to the Closing Date. However, the failure of Sponsor to complete "punch list" type work shall not be a ground for Purchaser delaying the Closing provided that Sponsor agrees to complete such work promptly after closing. Purchaser will receive at least five (5) business days notice that the Unit is available for inspection and Sponsor reserves the right to postpone and/or reschedule any scheduled inspections of the Unit upon one (1) business day's notice and Sponsor reserves the

right to schedule additional inspections as Sponsor deems necessary or appropriate. If Purchaser fails to inspect the Unit within said period(s), Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (f) of the subsection entitled "Sponsor's Obligations with Respect to the Building" of the Section entitled "Rights and Obligations of Sponsor," Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property. Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins within the Condominium. There is no warranty as to view or light quality. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control.

Sponsor will not be obligated to correct, and will not be liable to any Board or Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), except as more as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces. The provisions of this Article shall survive the closing of title.

20. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

20.1 The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title or possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit

Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

20.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement will be deemed canceled and of no further force and effect and Sponsor will return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, as more particularly described in the Section of the Plan, entitled "Terms of Sale," and neither party hereto will have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor will retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Residential Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on such Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. The provisions of this Article shall survive the closing of title.

22. PROHIBITION AGAINST ADVERTISING AND SELLING. Prior to the closing of title to a Residential Unit, the Agreement prohibits Purchaser from listing the Residential Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Residential Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Residential Unit acquired from Sponsor for twelve (12) months after acquisition of such Residential Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Residential Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

23. BROKER. Purchaser represents to Sponsor that Selling Agent and [ ] (collectively the "Broker") is [are] the only broker(s) or sales agent(s) with whom Purchaser has

dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 23 shall survive the closing of title.

24. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement. For purposes of this Agreement, it is the intent of the part(ies) that the individuals controlling Purchaser shall be deemed to be _____. Any purported assignment by Purchaser in violation of this Agreement will constitute a default hereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of $1,000, in advance, for preparation of an assignment agreement.

25. BINDING EFFECT. This Agreement shall not be binding on Purchaser or Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days after delivery by Purchaser of an executed Agreement by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the deposit paid on the execution hereof shall be promptly returned to Purchaser.

26. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan which shall be served in accordance with the Plan or documents for which the method of notice and or delivery is otherwise set forth in the Plan) shall be in writing and delivered by regular mail as well as hand delivered or sent, postage prepaid, by registered or certified mail, by facsimile or by Federal Express or other reputable overnight courier, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attn.: Michel Evanusa, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself (including, without limitation, any notices of closing or default which Sponsor's counsel is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or

other communication hereunder shall not in anyway invalidate such communication. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of Closing Dates or the scheduling or rescheduling of inspections may be made by facsimile to each party's attorneys.

27. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

28. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed.

29. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. The provisions of this Article shall survive the closing of title.

30. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Section 4 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

31. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

32. SEVERABILITY. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

33. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

34. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law.

35. WAIVER OF JURY. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE CLOSING OF TITLE.

36. ENTIRE AGREEMENT. This Agreement together with the Plan constitutes the entire agreement between the parties and supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

37. CERTAIN REFERENCES. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

38. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

39. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement or the Plan.

40. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

41. NO ORAL CHANGES. This Agreement cannot be changed or terminated and no provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

42. COUNTERPART SIGNATURES. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Agreement shall not be binding unless and until it shall be fully executed and delivered by all parties hereto.

43. **INTERSTATE LAND SALES. THE FOLLOWING PROVISION IS DEEMED INCORPORATED ONLY SO LONG AS THE PROPERTY IS NOT EXEMPT FROM THE PROVISIONS OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT 15 USC §§ 1701 ET SEQ.**

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SPONSOR UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGULATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT MAY BE CANCELED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

44. OPTION. The parties to this Agreement acknowledge that, for federal income tax purposes only, this Agreement shall be deemed an option.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after execution by Sponsor)

SPONSOR:

CRP/EXTELL PARCEL I, L.P.
By: CRP/Extell Parcel I GP, L.L.C,
its general partner

By: _____
Name:
Title:

PURCHASER:

_____

(Social Security or Federal
I.D. Number): _____
Telephone No.:_____

_____

(Social Security or Federal
I.D. Number): _____
Telephone No.:_____

SCHEDULE A
PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey of the Property would show, provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Purchaser to the Residential Board, and the Floor Plans; as all of the same may be amended from time to time.

4. Consents by the Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, Maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, Maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Residential Board), except that the Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Commonwealth Land Title Insurance Company (or such other New York Board of Title Underwriters member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Residential Unit for residential purposes.

14. Any lease covering the Unit made from the Sponsor to the Purchaser.

15. Any violation against the Property (other than the Unit) which is the obligation of the Residential Board, Commercial Board, Condominium Board, or another Unit Owner to correct.

16. Any title exceptions noted in the Specimen Title Policy set forth in Part II of the Plan.

STORAGE BIN RIDER TO AGREEMENT

Re: _____ ("Purchaser")
Storage Bin No. _____
Rushmore
80 Riverside Boulevard
New York, New York 10069

THIS RIDER TO AGREEMENT made as of the _____ day of _____, ____ by and between CRP/Extell Parcel I, L.P., a Delaware limited partnership, having an office at c/o Extell Development Company, 800 Third Avenue, Fourth Floor, New York, New York 10022 ("Sponsor") and _____, having an address at _____, _____ ("Purchaser").

WITNESSETH:

1. This Rider (the "Rider") amends and modifies that certain Agreement (the "Agreement") by and between CRP/Extell Parcel I, L.P. ("Sponsor") and Purchaser with respect to the above referenced Unit in the condominium known as the Rushmore located at 80 Riverside Boulevard, New York, New York. In case of any inconsistencies between any of the terms and conditions of the Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

2. (a) Upon and subject to the terms and conditions set forth in this Rider, Sponsor agrees to sell and grant, and Purchaser agrees to purchase a license to use a storage bin designated as Storage Bin ___ (the "Storage Bin") simultaneously with the closing of title to the Unit. The license to use the Storage Bin (the "Storage Bin License") shall be substantially in the form set forth in Part II of the Condominium Offering Plan. The Purchase Price for the Storage Bin License is $15,000.00 ("Storage Bin Price") which is separate from and in addition to the Purchase Price for the Unit. The Storage Bin Price shall be paid at the closing of title to the Unit by Purchaser delivering a good certified check of Purchaser or official bank check payable to Sponsor or such other party as Sponsor may designate upon not less than two (2) days notice. Purchaser shall be responsible for the payment of transfer and other taxes, if any, that are associated with the Storage Bin License.

(b) A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and that any other default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those remedies as more fully described in the Agreement and the Plan.

(c) Purchaser acknowledges and agrees that the Storage Bin may not be ready for use and/or occupancy at the time of the closing of title to the Unit and that notwithstanding such event, Purchaser shall remain obligated to close title to the Unit and purchase the Storage Bin License. In such event the Storage Bin Price shall be paid to Escrow Agent and Storage Bin

License shall be executed at Closing and the Storage Bin Price and Storage Bin License shall be held in escrow by the Escrow Agent. Upon notification from Sponsor that the Storage Bin is available for use, Escrow Agent shall release the Storage Bin Price to Sponsor with interest earned thereon, if any, and shall deliver Storage Bin License to Purchaser.

3. The captions in this Rider and the Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Rider or the Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date written hereinbelow.

DATE: _____
(To be inserted by Sponsor after countersignature by Sponsor)

SPONSOR

CRP/EXTELL PARCEL I, L.P.
By: CRP/Extell Parcel I GP, L.L.C,
its general partner

By: _____
Name:
Title:

PURCHASER:

_____

_____

EXHIBIT "2"

POWER OF ATTORNEY

POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by CRP/Extell Parcel I, L.P. ("Declarant") establishing a plan for condominium ownership of the premises known as the Rushmore and by the street number 80 Riverside Boulevard, New York, New York 10069 under Article 9-B of the Real Property Law of the State of New York, dated _____, 20__, and recorded in the New York County Office of the Register of The City of New York on _____, 20_, in Reel _____, page _____, or (b) in the by-laws of the Rushmore (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in the Rushmore which is (are) designated and described as Residential Unit No. _____ in the Declaration and also designated as Tax Lot ____, in Block 1171 of Section ___ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board and/or the Residential Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board or Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Residential Unit Owners, to acquire or lease any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Residential Unit, together with its Appurtenant Interests, from any Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Residential Unit Owners, to acquire any Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Residential Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Residential Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board, with respect to the General Common Elements and the Residential Board with respect to the Residential Section deem necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, alteration, repair or

restoration of the General Common Elements or the Residential Section as the case may be, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section which the Residential Board deems necessary or appropriate or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Residential Board or the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Residential Units, Commercial Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20_.

_____

(ACKNOWLEDGMENT)

EXHIBIT "3"

RESIDENTIAL UNIT DEED

RESIDENTIAL UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20__, between CRP/Extell Parcel I, L.P., a Delaware limited partnership, having an office at c/o Extell Development Company, 800 Third Avenue, Fourth Floor, New York, New York 10022 (the "Grantor") and _____ (the "Grantee"), having an address at _____.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as the Rushmore and by the street number 80 Riverside Boulevard, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Residential Unit No. _____ in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated _____, 20__ and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on _____, in Reel _____, page ____, and also designated as Tax Lot(s) ____ in Block 1171 of Section 05 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____, 20_, and filed in the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. _____ also filed in the City Register's Office on _____, 20_, as Condominium Map No. ____. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the by-laws of the Rushmore. (Said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws.")

Together with an undivided _____ percentage interest in the General Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration regarding such invalidity shall control.

Except as otherwise specifically permitted by the Residential Board or provided in the Declaration or the By-Laws, the Residential Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after execution by Sponsor)

CRP/EXTELL PARCEL I, L.P.
By: CRP/Extell Parcel I GP, L.L.C, its general partner

By: _____
Title:

_____
Grantee

_____
Grantee

(ACKNOWLEDGMENT)

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive;

1. RUNNING THENCE due east, along the southerly line of West 64th Street, 173 feet 1-5/8 inches;

2. THENCE southerly partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850 feet 0 inches and an included angle of 13 degrees 45 minutes 35 seconds, 204 feet 1-3/8 inches to a point of tangency;

3. THENCE south 23 degrees 29 minutes 17 seconds east, 2 feet 11-1/4 inches to a point in the northerly line of West 63rd Street;

4. THENCE due west, along the northerly line of West 63rd Street, 272 feet 5-1/2 inches to the corner formed by the intersection of the northerly line of West 63rd Street with the easterly line of Riverside Drive;

5. THENCE northerly, along the easterly line of Riverside Drive, on the arc of a circle curving to the left having a radius of 2325 feet 0 inches and an included angle of 4 degrees 58 minutes 31 seconds, 201 feet 10-3/4 inches to the point or place of BEGINNING.

EXCLUDING therefrom all that portion of the below described parcel lying below an upper limiting plane drawn 18 feet 4 inches above top of rail, bounded and described as follows:

BEGINNING at a corner in the southerly line of West 64th Street, distant 130 feet 7-1/8 inches easterly from the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive;

1. RUNNING THENCE due east, along the southerly line of East 64th Street, 42 feet 6-1/2 inches;

2. THENCE southerly, partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850 feet 0 inches and an included angle of 13 degrees 45 minutes 35 seconds, 204 feet 1-3/8 inches to a point of tangency;

3. THENCE south 23 degrees 29 minutes 17 seconds east, 2 feet 11-1/4 inches to a point in the northerly line of West 63rd Street;

4. THENCE due west, along the northerly line of West 63rd Street, 45 feet 4 inches;

5. THENCE northerly, on the arc of a circle curving to the right, having a radius of 878 feet 2 inches and an included angle of 13 degrees 27 minutes 22 seconds, 206 feet 2-7/8 inches to the point or place of BEGINNING.

SCHEDULE B

PERMITTED ENCUMBRANCES

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO AGREEMENT

TO BE INSERTED PRIOR TO CLOSING

EXHIBIT "4"

DESCRIPTION OF PROPERTY

Section 20.7

DESCRIPTION OF THE PROPERTY AND BUILDING CONDITION:

80 Riverside Boulevard
New York, New York 10069

A. Location and Use of the Property:

1. Address:	80 Riverside Boulevard New York, New York 10069 Borough of Manhattan
2. Block/Lot Number:	Block 1171, Lot 140
3. Zoning:	C2-5 (R.10 Equivalent)
4. Permissible Uses:	Use Groups as Per New York City Zoning Resolution Residential - J.2 Professional Office - C Garage - B.2

B. Status of Construction:

1. Class of Construction:	Erected Class (Class 1B - Fireproof), conforming to all applicable regulations of the Building Code of the City of New York, including Local Law 17/95, Seismic Building Design.
2. Status of Construction:	The construction of the building is anticipated to commence in June 2006, and it is scheduled to be substantially complete on or about autumn of 2008.
3. Certificate of Occupancy:	A Temporary Certificate of Occupancy will be issued prior to initial occupancy.
4. Permits and Description:	The Project will comply with Local Law 58/87 and Title 26 The Americans with Disabilities Act, handicap accessibility requirements throughout.

C. Site:

1. Size:

The size of the 80 Riverside Boulevard building parcel is approximately 43,238 square feet.

2. Number and Use of the Building:

One new building will be erected which will contain residential apartments from the 1st Floor to the 43rd (PH 5) Floor. The 1st Floor will contain a Residential Lobby, Function Room, Health & Fitness Center, Children's Play Room, building service areas, Community Facility, Duplex Residential Apartments, Superintendents Apartment, as well as an entrance ramp to the parking garage. Refer to Exhibit #2, for floor plan information.

3. Streets:

The building is abutted by West 64th Street to the North, West 63rd Street to the South, Freedom Place South to the East and Riverside Boulevard to the West. The main residential entrances to the building are on Riverside Boulevard and Freedom Place South. Riverside Boulevard and portions of Freedom Place South are new streets made of a steel and concrete bridge structure. These new streets will be owned and maintained by the City of New York. West 64th and 63rd Streets are public streets. All public streets will have steel faced curbing. New street lighting, approved by the City of New York, will be installed on all new streets.

4. Sidewalks and Ramps:

The sidewalks adjacent to the property are to be new tinted concrete sidewalks. These "Distinctive Sidewalks" also include special scoring of the concrete along Riverside Boulevard, 64th and 63rd Streets and Freedom Place South. A Distinctive Sidewalk Improvement Maintenance Agreement between the Condominium Association and the City is required. Sidewalks are pitched to drain to catch basins in the public streets. Street lighting will be provided by new NYC approved curbside light poles. One vehicular ramp, entered from West 64th Street, will serve the parking garage. It will be constructed of concrete with concrete curbs.

D. Utilities

1. Electricity:

Electricity will be provided by Consolidated Edison Company, ("Con Edison"), a regulated company. The total electricity consumed for the Residential portion shall be master metered by Con Edison. Each Residential Unit (including the electricity required to power the Heat Pump Units and any supplemental electric heating elements or heaters located in the same) shall be individually metered using Electronic Computerized Metering for each Residential Unit's charges. The electricity consumed within the Commercial Units will be separately metered by Con Edison and paid for by the owners or their tenants. Finally, the electricity consumed in the Public Areas of the building will be metered by the Con Ed Master Meter, and the cost of same will be borne by the Residential and Commercial Unit Owners as a common expense as provided for in the buildings Operating Budget, Schedule B.

2. Gas:

Gas will be provided by Con Edison. Any gas consumed in the Garage Unit, or Community Facilities, will be separately metered, or sub-metered, and paid for by the Owner of such Unit or their tenant. The cost of the gas consumed in the balance of the residential portion of the Building, (including all gas used for cooking or heating purposes in the Residential Units), will be borne by the Residential Unit Owners as a Common Expense. The cost of gas consumed in the Boiler Central Plant for heating and/or hot water, or used in other General Common Areas shall be Master Metered by Con Edison and the cost of same will be borne by all the Residential and Commercial Unit Owners as a Common Expense as provided for in the buildings Operating Budget, Schedule B.

3. Water and Sewer:

Water and sewer service will be provided by the City of New York. Any water consumed in the Community Facilities and Garage Unit will be separately metered, and the charges for such water and the corresponding sewer rents will be paid for by the Owners of such Units or their tenants. The charges for water and sewer services provided to the Residential Units, and in the Residential Common Areas of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as a Common Expense. Water and sewer service provided to the General Common Areas will be allocated and borne by all of the Unit Owners as a General Common Expense.

4. Telephone:

Telephone service will be provided by Verizon and/or other regulated companies. Each Unit Owner will be required to pay the telephone charges associated with his or her unit. Similarly, the charges with respect to the telephones in the Community Facilities and Garage Unit will be separately paid for by the Owners of such Units. The telephone charges with respect to the Residential Common Areas of the Building (such as the Concierge's desk and Health and Fitness Center) will be borne by the Residential Unit Owners as a Residential Common Expense. The telephone charges with respect to General Common Areas (such as Maintenance Offices, shops, etc.) will be borne by all Unit Owners as a General Common Expense.

5. Cable Television:

Cable television service will be provided by Time Warner Cable and/or a separate satellite distributor. The Unit Owner will be required to pay a monthly service charge to either Time Warner Cable or the selected satellite distributor, which will vary depending upon the services subscribed to by the Unit Owner.

6. Data Transmission:

All Residential Units throughout the building have been pre-wired for internet access (Cat5). All charges with respect to providing this service will be paid separately by the Owner of such Units.

7. Drains:

All roof areas will be provided with cast iron roof and area drains which will discharge through internal cast iron leaders into building storm drains.

E. Sub-Soil Conditions:

The site is underlain by a 10 to 25 foot layer of miscellaneous fill consisting of fine to coarse sands with various amounts of gravel, silt, occasional boulders and debris (e.g. brick, rock fragments, shells, mica, metal, wood, vegetation & asphalt). Underneath the fill is a layer of organic silty clay, with traces of shells, mica, fine to coarse sand, sandy silt seams & gravel. Its thickness varies from 4 to 19 feet. The organic clay stratum is occasionally underlain by glacial varved and till deposits. Those deposits consist of fine sandy silt to silty sand, trace mica, fine sand grading to fine to coarse sand, some clay, boulder & trace gravel. The bedrock is mostly medium hard to weathered gneissic schist with occasional pegmatite and foliated gneiss. The depth to rock ranges from 31 to 40 feet.
The groundwater levels west of the rail tracks varies from about elev. –2 to Elev. +4. The 100-year flood elevation is +7.25. All elevations given are referenced to the Borough President of Manhattan Datum, which is 2.750 feet above mean sea level at Sandy Hook. The lowest building level is Sub-Cellar 2 El. +7.06 + SH.

F. Landscaping:

1. Streetscape

Planters shall be placed on either side of the building entrance on Freedom Place South and Riverside Boulevard. Varied species of trees and plants will be placed in these planters. The cost of maintenance of these landscaping elements shall be borne by all of the Unit Owners as a General Common Expense.

2. Courtyard

The interior courtyard, located at the first floor level of the building is a Residential Common Area. It acts as a visual centerpiece between the entrances to the building. Plantings will be low scale understory evergreens and deciduous trees.

The cost of the maintenance and utilities for the interior courtyard will be borne by the Residential Unit Owners as a Residential Common Expense.

G. Building Size:

1. Total Height:

The Building is approximately 463.00 feet in height from the highest average curb elevation to the top of the highest bulkhead, and 463.79 feet above the Residential Lobby floor elevation.

2. Cellar/Sub-cellars:

There is a Cellar and two Sub-Cellar levels with ceiling heights that vary.

3. Number of Floors:

There are 41 levels above grade including the 1st Floor which includes Community Facility, Garage and Residential uses. The floor numbering system skips the 2nd and 13th floors.

4. Equipment Rooms

Equipment rooms are located on the Cellar and two Sub-Cellar levels and rooftop mechanical equipment rooms and roof bulkheads. The height from top of roof slab to top of water storage tank enclosure is 47'-11-1/2".

5. Parapet Heights:

Height from top of roof finish to top of parapet coping and/or railing will be a minimum of 3'-6".

6. Occupancy:

1. There will be 289 residential condominium units in the building.

2. Residential, Community Facility, Garage Ramp, Residential Units at Ground & Mezzanine. A portion of the Cellar and Sub-cellars will be used for Garage, Mechanical Equipment Rooms,

Superintendent's Office and Workshop, building staff toilets, lockers and Storage.

H. Structural System:

1. Foundation: Reinforced concrete foundation walls, columns and shear walls are to be supported by steel piles bearing on bedrock. Spread footing are provided where rock strata is close to lowest cellar level.

2. Superstructure: Building is constructed of reinforced concrete, flat plates, beams and columns. Wind forces are resisted by reinforced concrete shearwalls. The east portion of the building is constructed over the Amtrak Railroad Right Of Way (R.O.W.), the structure spans over the R.O.W. by utilizing pre-cast concrete planks bearing on reinforced concrete walls at the Cellar Floor level. No asbestos containing material will be present.

3. Wall Construction: A portion of the exterior wall will pre-cast panel, metal studs with R-11 fiberglass insulation and 5/8" gypsum wallboard finish. While the rest will be a window wall system.

4. Windows: Exterior windows will be custom aluminum thermal-break casement type windows with double-pane insulated glass, and will be painted with PPG Industries "Duracron 600" or equal. Manufacturer to provide a 10 year warranty on the paint.

5. Storefront: A Custom aluminum storefront system will be installed on the first floor of the building. Double-pane insulated glass system with integral metal panels will be installed in the Lobby, Residential, Community Facility and Health Club areas.

6. Landmark Status: None.

7. Parapets and Copings The Roof parapet construction is pre-cast concrete or reinforced concrete and masonry with pre-cast concrete copings and/or painted aluminum copings and railings.

8. Chimneys and caps: The Building will have two trash compactors and rubbish chutes, 16ga. Type: AL/Steel, with explosion vents and metal flashing collars. Bathroom, kitchen and laundry exhaust vents will be provided with central fan systems exhausting to the exterior unless there is an operable window providing fresh air into the kitchen or bathroom. In that case a fan is not necessary. There is one chimney serving the two main boilers. The chimney is a Van-Packer Model: HT, with a 26.ga. aluminized steel jacket and a 4" thick refractory lining.

9. Residential Fireplaces: The 10 penthouse apartments in both towers will be provided with fireplaces. They will be separately vented to the top of the building.

10. Rooftop Terraces & Hot Tubs:

A portion of the roofs at the 3rd, 5th, 8th, 17th, and 20th floors will be used for private terraces. Rooftop terraces will be provided to the following units:

Floor #	Unit #
3	A, J, K, U, V & W
5	B, D, L, M & N
8	E with Hot Tub & P with Hot Tub
17	A with Hot Tub, C, D w/ Hot Tub & E
20	B with Hot Tub & C with Hot Tub

These terraces are constructed of poured-in-place concrete and will be finished with pre-cast concrete pavers over a membrane roofing system. Terrace railings will consist of metal rails and posts. Parapet railings will consist of metal railings attached to reinforced concrete parapets. Doors to terraces will be aluminum and glass doors. Cast iron roof drains and a frost-proof water spigot will be provided for each unit's terrace as well as a GFI receptacle and exterior lighting. Designated apartments to have hot tubs. Architectural screens will be provided at all terraces that need to have a separation.

11. Exterior Entrances: A main building entrance located on Riverside Boulevard will have balanced swing doors with stainless steel frames and 1/2" tempered glass. Over the main entrance is a canopy made of steel and finished in polished stainless steel and integral down lighting. A second building entrance will be located on Freedom Place South. Exterior stairwell and roof access doors are painted flush panel hollow metal 1-3/4" thick 1½ HR fireproof doors with metal frames.

12. Service Entrance: The service entrance, located on West 64th Street, is aluminum store front doors with full vision tempered plate glass panels. On West 63rd Street is the Valet and Bicycle Storage entrance.

13. Garage Entrances: The entry doors to the parking garage, located on West 64th Street, will be galvanized steel roll-up garage-type doors with paint finish. The parking garage contains parking for 250 cars, on the Cellar and the two Sub-Cellar levels.

13. Roof and roof Structures: The roofing system will be an Insulated Roof Membrane Assembly (IRMA) comprised of fluid-applied waterproofing installed below extruded polystyrene board, with gravel ballast and/or concrete roof pavers.

Stair, elevator and mechanical equipment bulkheads will be constructed of masonry-face brick with back-up concrete block, and IRMA roof system.

Roof flashing will be as follows: base flashing, fluid-applied waterproofing membrane, stainless steel counter-flashing, and neoprene drain flashing.

The waterproofing of the interior courtyard located at the First Floor level will have a manufacturer's warranty for a period of 20 years. All other roofs will have a manufacturer's warranty of 10 years.

14. Fire Escapes: None.

15. Yards and Courts: There is to be constructed, an interior courtyard on the roof slab above the Cellar Floor level. The courtyard finish is earth fill, granite pavers or crushed stone over a protected membrane roof. The interior courtyard is to be landscaped and the maintenance cost is to be borne by the Resident Unit Owners as a common expense. There are to be no yards. The maximum capacity of occupants in the interior courtyard not to exceed 75 people. The cost associated with maintenance of The Freedom Place South Plaza at the east entrance of the building are to be borne by all unit owners as a common expense.

16. Interior Stairs: There are six main fire egress stairs in the building with additional stairs in the Cellar and Sub-Cellars. The stair enclosures will be constructed of reinforced concrete and/or concrete block and/or gypsum wall board and will be painted. Painted steel tube handrails will be provided.

17. Interior Doors/Frames: The entrance door to each Residential Unit will be 2-1/4" thick F.P.S.C. 1-1/2 hour rated, wood, STC 35, with hollow metal frames, with non-combustible granite saddles. Interior doors within the Residential Units will be flush panel 1-3/4" mdf doors with hollow metal frames, wood or marble saddles per the door schedule. Bi-folding closet doors within the Residential Units will be 1⅜" hollow core doors.

All public corridor doors and frames will be painted flush-panel hollow metal doors. Stair hall doors and frames will be painted flush-panel hollow metal, 1-3/4" thick, F.P.S.C. 1-1/2 hour rated, with wire-glass vision panels, with non-combustible saddles.

All roof access and cellar doors and frames are painted flush-panel hollow metal, 1-3/4" thick, F.P.S.C. 1-1/2 hour rated with non-combustible saddles and wire-glass vision panels.

18. Elevators: Elevators are configured as follows:

	Passenger/Service Elevators PE/SE #6 & 7, New York City	*Service Elevator, SE #5 , New York City*	*High Rise Passenger Elevators, PE # 2 & 3, New York City*	*High Rise Passenger/Service Elevators, PE/SE #1 & 4, New York City*
Quantity	Two (2)	One (1)	Two (2)	Two (2)
Type	Pass./Service	Service	Passenger	Pass./Service
Capacity in pounds	2,500 Max 13 People	2,500 Max. 13 People	2,000 Max. 10 People	2,500 Max. 13 People
Speed (fpm)	350	100	1000	1000
Travel in Feet	70'-1 1/2"	9'-6"	441' 4 1/2"	441' 4-1/2"
Number of Landings	8	2	44	44
Number of Openings	8	2	44	44
Floors Served	1st thru 7th Floor	Cellar to 1st	SC#2 thru 41st	SC#2 thru 41st
Openings	All Front	All Front	All Front	All Front

Operation	Simplex selective collective	Simplex selective collective	Duplex selective collective with PE/SE #1 & 4	Duplex selective collective (with PE #2 & 3) and Independent Service Operation
Control	Variable Voltage Variable Frequency	AC for Hydraulic	Variable Voltage Variable Frequency	Variable Voltage Variable Frequency
No. of Push button risers	One (1)	Two (2)	One (1)	Two (2) (One Shared with PE #2 & 3, One Inconspicuous Service Riser)
Platform size	7'- 0" x 5'-2"	7'-0" x 5'-2"	6'-0" x 5'-2"	7'-0"x5'-2"
Guide Rails	Roller	Roller	Roller	Roller
Buffers	Oil	Spring	Oil	Oil
Cab Enclosure	Custom	Metal Panel	Custom	Custom
Car door size	3'- 6"x 8'- 0"	3'- 6"x 8'- 0"	3'- 0"x 8'- 0"	3'-6"x8'-0"
Hoistway door size	3'- 6"x 8'- 0"	3'- 6"x 8'- 0"	3'- 0"x 8'- 0"	3'-6"x8'-0"
Door Operation	Single speed	Single-speed	Single speed	Single speed
Fixture and Signals	Plastic w/ BrassPlate & tamp. Prf. screws	Vandal Resistant	Plastic w/ Brass Plate & tamp. Prf. screws	Vandal Resistant
Machine Type	Geared Traction	Hydraulic Pump	Gearless Traction	Gearless traction
Machine Location	Overhead	Lowest Level	Overhead	Overhead
Power Supply	460-3-60	460-3-60	460-3-60	460-3-60
Power Drive	VVVF Drives	AC Hydraulic Drives	VVVF Drives	VVVF Drives

19. Passenger Elevator Cabs: Passenger elevator cabs are to be custom fabricated, finished in hardwood veneers and trimmed with satin brass and marble.

20. The manufacturer of the elevators has yet to be determined.

21. The elevator will be provided with a programmable option for Sabbath Operation. A programmable time clock will initiate Sabbath Operation on the Sabbath (beginning at sundown on Friday) and on Jewish Holidays if this option is activated. The elevator shall make a special trip every 15 minutes, starting at the lobby, expressing to the top floor and then making each stop on the way down. The doors shall automatically open and close at each landing without user intervention.

I. Auxiliary Features:

1. Laundry Room:

There is a stackable washer and dryer in each unit manufactured by Maytag Model LTE6234D, or approved equal and side by side units in selected apartments by GE WJSR4160DCC (Washer) and DBXR463EDCC (Dryer).

In addition a common laundry room will be provided on the Cellar Level of the building with 3 washer and 3 dryer units.

2. Refuse Disposal

The refuse chute(s) will be located off the public corridor on each residential floor in a central location(s).

Two Service Halls on floor 3 thru PH #5 (41st Floor) contains a trash chute for rubbish removal.

Residential Occupants will collect their refuse and discard it into the chute which feeds into a hydraulically operated ram-type compactors located in Compactor Room on the Sub-Cellar 1 level. Compactor capacity shall be approximately 3,000 lb. per 24 hours. Compactors may be "Royal-Crusher" by Royal-Pak Systems or equal.

Refuse storage rooms will be provided at the Ground Level for all residential units at the Ground level. Refuse to be removed by building staff.

Once it is processed by the compactor, the Building's refuse will be stored in the compactor room until it is brought to street level for carting by N.Y.C. Dept of Sanitation. The compactors, when installed, will receive all necessary government approvals.

3. Health & Fitness Center:

There will be a Health and Fitness Center located on the 1st floor lobby level. The facility will be available for use by the Residential Unit Owners, and will contain separate Men's and Women's locker rooms. The Health and Fitness Center will also contain a main exercise room with related equipment a 17x50 indoor lap pool, whirlpool and massage therapy rooms. The pool has a capacity of approximately 18,350 gallons, and is constructed of a stainless steel liner on steel dunnage bearing on reinforced concrete transfer beams. The maximum capacity of occupants at any given time in the Health and Fitness Center not to exceed 75 people.

4. Children's Playroom: There will be a Children's Playroom located on the 1st Floor of the building adjacent to the Main Lobby. The room will be outfitted with play and activity equipment for use under parental supervision. The maximum capacity of occupants at any given time not to exceed 38 people.

4. Function Room: A Function Room will be located on the 1st Floor. This space will be available for use by the Residential Unit Owners for social and / or business events. The Function Room will incorporate a kitchen and toilet facilities. The maximum capacity of occupants at any given time not to exceed 55 people.

5. Package Room: Package room to be located at the west entrance of the building to have a refrigerated storage area.

7. Garden Lounge: Garden Lounge will be located at the west side of the interior courtyard across from the Children's Playroom. The maximum capacity of occupants at any given time not to exceed 40 people.

8. Billiards Room: The Billiards Room will be located on the East end of the building adjacent to the Function Room. It will incorporate toilet facilities. The maximum capacity of occupants at any given time not to exceed 12 people.

J. Plumbing and Drainage

(i.) Water Supply: A 6-inch domestic water service with a double detector check backflow preventer and water meter will be provided from the public water main to two (2) House Pumps each rated at 199 GPM. Pumps will supply a Wood Roof Tank that will serve both Domestic Water Supply and Fire Reserve. The Building will be supplied by three zones of cold water, hot water and hot water circulation. Hot water will be provided via steam to hot water heat exchangers.

The piping system shall consist of Type L copper tubing with 95-5 tin-antimony soldered joints. All mains and risers are insulated.

(ii) Fire Protection System:

(a) The fire standpipe system will consist of one 6-inch fire standpipe riser. The fire standpipe serves the residential floors and is located in the stairway. A three-way roof manifold is provided. The fire standpipe will be supplied by the Wood Roof Tank, Manual Fire Pump, and Automatic Fire Pump.

A 2-½ inch hose valve with cap and chain will be located at fire standpipe at each floor above the Lobby Level. Fire hose racks will be provided at the Lobby Level and all levels below grade.

Piping is Schedule 10 or 40 steel piping with rolled or cut grooved or threaded joints.

One 6-inch water service with 6-inch double detector check valve to supply 750 GPM Manual Fire Pump and 500 GPM Automatic Fire Pump located at Sub-Cellar.

b) A central hose station and locked key box will be located at the first floor.

A 2-½ inch hose valve with 1 ½ inch hose and nozzle will be provided at fire standpipe at the Lobby Level and Cellar. 2 ½ inch hose valves and hose racks are provided for the garage.

(c) Sprinkler water is supplied from the Fire Reserve in the Wood Roof Tank via the 6-inch standpipe, Manual Fire Pump and Automatic Fire Pump.

Automatic wet sprinklers will be supplied from combined FSP/Sprinkler riser for entire Building.

Piping is Schedule 10 or 40 steel piping with grooved or threaded joints.

(d) Siamese connections: Two 6"x3"x3" Siamese combined fire sprinkler and standpipe connections will be provided, one at each street.

(iii) Water Storage Tanks and Enclosures:

Cedar roof water tanks for domestic water supply and fire-standpipe supply.

(a)	Number:	Two roof tanks
(b)	Size:	13'-0" I.D. x 18'-0" High
(c)	Material:	Cedar exterior and interior.
(d)	Access:	Via steel ladder from Mechanical Room Roof.
(e)	Capacity:	Total capacity = 30,000 gallons. Fire reserve = 10,000 gallons.

(iv) Water Pressure: Domestic water pressure will be maintained by the 30,000 Gallon Wood Roof Tank and Water Pressure Booster System to provide a minimum of 30 psi at all fixtures.

(v) Sanitary Sewage System: All sanitary drainage is connected to public street sewer. A duplex sewage ejector 150 GPM against 68 ft. head is provided for sanitary fixtures below house sewer level.

(a) Sewage Piping: Sanitary sewage will be conveyed by gravity via vented soil and waste branches, stacks and house drains to combined house sewer.

Drainage and vent piping will be no-hub cast iron piping with stainless steel couplings and rubber gaskets.

(b) Sump Pumps: One sump pump rated at 150 GPM @ 30 foot head pump.

(c) Sewage Disposal: (1) 10 inches and (2) 12 inches combined sewers connected to street municipal sewer.

(vi) Permits Required: All permits will be obtained by the plumbing contractor.

(vii) Storm Drainage System: Gravity roof drainage from roof drains and terrace drains to 10" and 12" combined house sewers and connected to street municipal sewers.

(a) Catch Basins: N/A

(b) Terrace; Yard and Roof Drains: Drains required at, landscaped courtyard at first floor, tank level roof, all roofs and at terraces, drains are connected into leaders and storm drainage system.

(c) Piping: Cast iron piping with hub and spigot fittings and push-on joints.

(d) Sump pumps: Sub-Soil Drainage and Area Drainage

General:

The system is designed to meet the requirements of the New York State Energy Code.

L. Heating:

The hot water used in the central space heating system will be produced by steam to hot water heat exchangers located in boiler room. Space heating is Steam. Separate steam domestic hot water heaters are provided for upper and lower zones. Steam is generated in two (2) Cleaver-Brooks CB-500 (500 HP/20,085 MBH) Scotch Marine Boilers with Forced Draft Air Atomizing Burners and distributed to heating system and hot water heaters.

Two (2) Aerco Heaters provided for each upper and lower zone for domestic hot water.

The heaters are sized so that one heater can handle 70% of required zone load. Heating of water is instantaneous. Circulator pumps are to be ½ horsepower.

Steam to Hot Water Exchangers are provided for residential use. Steam is distributed to the various areas by two pipe distribution systems. Heat will be provided to dwelling units through the injection of heated hot water to the heat pump circulating loop. Heating capacities of heat pumps for dwelling units are based 70 deg water and 70 deg EAT air temperatures. The system is designed to meet the New York City and State Energy Code.

Lobby and entrances to the Building from the street are heated by water source heat pump units.

Common Elements above the first floor such as the tops of stairwells and exits to the roof are heated with electric resistance type heaters.

Public stair bulkhead, and other miscellaneous common areas requiring heat during the winter season are heated with electric resistance type heaters.

Commercial Unit and Garage Unit will be provided with heat for heat loss due to transmission through the wall and glazing by steam unit heaters or perimeter hot water radiation.

Schedule 40 and 80 steel with standard and extra weight fittings. Hot water piping is insulated.

There will be two (2) hot water pumps for heating water to be used in water source heat pump system. (One is standby)

M. Gas Supply

Natural gas will be provided to the building by Con Edison for heating, domestic hot water, cooking and central laundry. The gas will be metered through meters provided by the Utility Company.

The gas to rooftop heating and air conditioning equipment shall be metered at a firm heating gas rate.

The gas for Boilers will be separately metered at interruptible rate.

Common meters shall be provided for the Residential Units gas cooking ranges at a firm rate.

Meters when provided for commercial tenants will be provided for direct metering to the utility company.

Black steel Schedule 40 pipe with malleable fittings for low pressure piping 4 inch and smaller and welded joints for low pressure piping over 4 inches. High-pressure piping upstream of pressure regulators to be welded and radiologically examined.

N. Air-Conditioning:

Type of system:
Cooling Tower and Pumps: Water-cooled packaged units and water source heat pump units.

There will be one (1) open cooling tower at Roof and plate frame exchangers in Sub-Cellar Boiler Room.

Two (2) base mounted, centrifugal, horizontal split case pumps are provided for water source heat pump water circulation (one will be standby).

The cooling tower plant and water circulating pumps sizing were based on the peak "bulk" cooling load for the residential and retail areas of the Building, calculated in accordance with ASHRAE Guide recommendations.

Individual units:
Individual units are designed to meet all requirements of NY State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 degree F DB/73 degree WB outside, 78 degree F DB/63 degree F WB inside.

Separate package water-cooled HVAC units or water source heat pumps will be provided for main entrance lobby and miscellaneous areas such as the elevator machine rooms, telephone rooms, etc.

Individual Residential units will be provided with water source, electrically driven heat pump units of capacities show on plans. Numbers of units of each type are shown on plans, EER ratings meet requirements of State Energy Code dated 2002. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each Residential Unit. Thermostat located in the individual heat pump units will control corresponding heating-cooling unit.

Cooling and heating of corridor ventilation air will be provided by packaged, gas-fired, air-cooled, rooftop air conditioning units and Water Source Heat Pumps.

O. Ventilation:

Interior residential kitchens will be ventilated with an exhaust ventilation system exhausting 2 cubic feet of air per minute per square foot from each kitchen unless in proximity of an operable window. In that case an exhaust vent is not required by code.

Interior residential bathrooms will be ventilated with an exhaust ventilation system exhausting 50 cubic feet of air per minute from each bathroom.

Interior non-residential bathrooms will be ventilated with an exhaust ventilation system exhausting 50 cubic feet of air per minute for each water closet and urinal.

Locker room will be ventilated with exhaust ventilation capable of exhausting air at a rate of four air changes per hour.

Interior corridors are provided with heated and conditioned supply air in accordance with code requirements.

Individual washer/dryers are provided in each Residential Unit. The dryers will be electric vented type.

Gas meter room will be vented to the outside.

Fresh air provided by Open Window Ventilation.

Areas that require fresh air ventilation are provided with a combination of heating & air conditioning, supplying 100% fresh air to such areas.

P. Amtrak Overbuild Ventilation System:

To facilitate the ventilation of the Amtrak Overbuild at Riverside South, both natural and mechanical ventilation systems are required for dilution of locomotive exhaust and smoke control in the overbuild. Two ventilation shafts are located in the building from the ceiling of the over build to the top of the low-rise section of the building. Each shaft is to be equipped with four fans; each connected directly to the shaft.

The fans will be operated by an automatic control system, with control system components located in the building. Operation of the ventilation system will be initiated from a Fire Management Panel (FMP), located in the Amtrak Control Panel Closet, in conjunction with dual Programmable Logic Controllers (PLC'S), located in the building, to activate the fans as required. The control system includes a gas analyzer, located in the over build, which will continuously sample the air quality in the over build.

When diesel emission gas levels reach prescribed concentrations, the exhaust fans will automatically be started. In addition, temperature sensors will be located at the top of the shafts to activate the fans in the event of a fire in the overbuild. The exhaust fans connected to the ductwork would also be operated for a fire.

Control System Operation

New York City Fire Department or Amtrak personnel will have the capability of manually initiating various ventilation operating modes from the Fire Management Panel. The control system components are located in two separate spaces. The Amtrak Control Panel Closet is located at 200 Riverside Boulevard. This equipment is located within the Easement Access Stair entrance on the first floor on the 70th St. side of the building, will contain the Fire Management Panel, an Uninterruptable Power Supply (UPS) for communication equipment, and a fiber optic interface to provide for future control of the system by Amtrak from their Westside Communications Center. The Electric Switchgear Room, which is located on Cellar Level, will contain the fan motor starters and the PLC system. Conduits containing control system wiring will connect this equipment to the fans and dampers on the low-rise roof, as well as to the FMP in the Amtrak Control Panel Closet. Electric power for the equipment and lighting associated with the Amtrak Overbuild is to be separately metered.

System Operations

The Amtrak SCADA (Supervisory Control and Data Acquisition) system at the Control Center will provide the main operator interface. The SCADA system will continuously monitor the system and alert, via an alarm, the Control Center operator when a change in the status of any device occurs.

Q. Electrical System

Electric service will be provided by Con Edison at 120/208 volts, 3 phase, 4 wire to an Electric Switchboard Room located in the cellar and distributed through various size service switches for the Commercial Facilities, the Garage Unit and the Residential portion of the building, the manual fire pump, the automatic fire pump and the balance of the building. The 460 volt service shall be obtained from step up transformers in Switchboard Room and will be utilized for all building elevators and air conditioning.

Electric service will be provided to the Residential Units from distribution closets located on every third floor of the building up to the 18th floor and then on the 19th floor an electrical room will be provided at each tower to service from 19th floor to the top of the building. Individual feeders, which will vary in size will be run to

each apartment. Sub-metering will be provided by a Computerized Metering System. The two towers will be serviced by an Electrical Room on the 19th Floor and the Main Roof.

The Garage area will be separately metered for electric service. There will be common metering for the Health Club and other Residential Common Areas of the building.

Circuits will be provided in each Residential Unit with the capacity to handle all anticipated loads within the unit.

The equipment will be rated to comply with NEC-2002 and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, dishwashers, microwaves, etc.

Capacity provided for each Residential Unit will be in accordance with Code requirements in various sizes from 100 to 125 Ampere @ 120/208V, 1 @ 3W. Average number of circuits per Residential Unit panel boards will be provided for an average total of 12 to 16 circuits per panel. Service will be adequate to meet normal apartment appliance load and lighting.

350 kw diesel generator to operate all emergency systems for the building.

Switched incandescent or fluorescent lighting fixtures will be provided in all bathrooms, walk-in closets, foyers, and kitchens. Switched receptacles will be provided in living rooms and bedrooms to meet National Electric Code. Ground fault receptacles will be provided in powder rooms, bathrooms & kitchens. The heat pump units in each Residential Unit will be wired directly to the Unit's electric panel. Residential units with terraces will be provided with an exterior light fixture(s) and a waterproof G.F.I. (ground fault interrupted) electrical receptacle. Convenience receptacles will be provided to meet requirements of the National Electric Code 2002. Exterior Spas to be provided with the electrical capacity necessary for proper use.

Electrical Load Chart

	Unit									
			LMP			*Electric*	*Heat*			
				BedRms	*BathRm*	*Heaters*	*Pumps*	*Dryers*		
Apt	*Flrs*	*Flrs*	*20A-1P*	*20A-1P*	*20A-1P*	*20A-1P*	*30A-2P*	*30A-2P*	*FRAME*	*TRIP*
A	1-Mezz	1-Mezz	11	3	3	5	5	1	225	150
B	1-Mezz	1-Mezz	10	2	2	4	4	1	125	125
C	1-Mezz	1-Mezz	10	2	2	4	4	1	125	125
S	1	1	9	2	2	2	2	1	100	100
D	1-Mezz	1-Mezz	10	2	2	4	4	1	125	125
E	1-Mezz	1-Mezz	10	2	2	4	4	1	125	125
F	1-Mezz	1-Mezz	11	3	3	5	5	1	225	150
A	2	3	8	3	3	2	2	1	100	90
B	2	3	9	1	1	2	2	1	100	90
C	2	3	8	2	2	3	3	1	125	125
D	2	3	9	2	2	2	2	1	100	90
E	2	3	10	3	3	3	3	1	125	125
V	2	3	8	1	1	2	2	1	100	90
X	2	3	8	1	1	2	2	1	100	90
F	2	3	7	1	1	2	2	1	100	90
G	2	3	9	2	2	2	2	1	100	100
H	2	3	8	1	1	2	2	1	100	90
J	2	3	11	4	4	2	2	1	100	100
K	2	3	8	1	1	2	2	1	100	90
L	2	3	11	4	4	2	2	1	100	100
M	2	3	8	1	1	2	2	1	100	90
N	2	3	8	1	1	3	3	1	100	100
P	2	3	9	2	2	2	2	1	100	100
W	2	3	8	1	1	2	2	1	100	90
Y	2	3	9	1	1	2	2	1	100	100

R	2	3	8	1	1	3	3	1	100	100
S	2	3	9	2	2	2	2	1	100	100
T	2	3	8	1	1	2	2	1	100	90
U	2	3	11	4	4	3	3	1	125	125
A	4	6	8	3	3	0	2	1	100	90
B	4	6	11	2	2	0	2	1	100	100
C	4	6	10	3	3	0	3	1	125	125
D	4	6	8	1	1	1	2	1	100	90
E	4	6	10	2	2	0	3	1	125	125
F	4	5	7	1	1	0	2	1	100	90
G	4	5	9	2	2	1	2	1	100	100
H	4	5	8	1	1	0	2	1	100	90
J	4	5	11	4	4	0	2	1	100	100
F	6	6	7	1	1	2	2	1	100	90
G	6	6	9	2	2	4	2	1	100	100
H	6	6	8	1	1	2	2	1	100	90
J	6	6	11	4	4	4	2	1	100	100
K	4	6	8	1	1	0	2	1	100	90
L	4	6	11	3	3	0	2	1	100	100
M	4	6	11	3	3	1	2	1	100	100
N	4	6	9	2	2	0	2	1	100	100
P	4	6	9	2	2	0	2	1	100	100
R	4	5	8	4	4	0	3	1	100	100
S	4	5	9	1	1	1	2	1	100	100
T	4	5	8	3	3	0	2	1	100	90
U	4	5	11	4	4	0	3	1	125	125
R	6	6	8	4	4	3	3	1	100	100
S	6	6	9	1	1	4	2	1	100	100
T	6	6	8	3	3	2	2	1	100	90
U	6	6	11	4	4	4	3	1	125	125

A	7	14	8	2	2	0	3	1	100	100
B	7	14	11	3	3	0	2	1	100	100
C	7	14	10	2	2	0	3	1	125	125
D	7	14	8	1	1	1	2	1	100	100
E	7	14	9	2	2	1	3	1	125	125
K	7	14	8	1	1	0	2	1	100	100
L	7	14	11	3	3	0	3	1	125	125
M	7	14	11	4	4	1	3	1	125	125
N	7	14	9	2	2	0	2	1	100	100
P	7	14	10	3	3	2	3	1	125	125
A	15	16	10	3	3	2	3	1	125	125
B	15	16	10	2	2	0	2	1	100	100
C	15	16	9	2	2	0	2	1	100	100
D	15	16	10	2	2	2	2	1	100	100
E	15	16	9	3	3	0	3	1	125	125
F	15	16	9	2	2	0	2	1	100	100
A	17	17	10	3	3	3	3	1	125	125
B	17	17	10	2	2	2	2	1	100	100
C	17	17	9	2	2	2	2	1	100	100
D	17	17	10	2	2	2	2	1	100	100
E	17	17	9	3	3	3	3	1	125	125
F	17	17	9	2	2	2	2	1	100	100
A	18	36	10	3	3	2	3	1	125	125
B	18	36	10	3	3	2	3	1	125	125
C	18	36	10	3	3	2	3	1	125	125
D	18	36	10	3	3	2	3	1	125	125
A	37	40	13	5	5	5	5	1	225	150
B	37	40	13	5	5	5	5	1	225	150

A	41	41	13	5	5	6	5	1	225	150
B	41	41	13	5	5	6	5	1	225	150

R. Telephone, Intercom, Security Systems, and Data Transmission:

Telephone service will enter the building via an underground conduit, be fed to a main Telephone Room located on the Cellar Level and then distributed through conduits to all areas of the building, including the communications closets servicing the Residential portion of the building, which will generally be located on every third floor up to the 18th floor and then on the 19th floor a communication room will be provided at each tower to service from 19th floor to the top of the building. Each Residential Unit will receive telephone service through wires running between a closet in the unit and the communications closet servicing such Unit.

The building will be provided with a "telephone" type dial intercom system, permitting the occupants of the Residential Units to communicate over a standard touch tone telephone with the other Residential Units, the Concierge's desk, the garage attendant's office, and other areas of the building. The jack for this telephone will be a standard wall telephone jack located in the kitchen. This intercom/house phone will be provided. Each unit will be pre-wired to permit the Unit Owner to install a telephone jack and a special two-line telephone (at his or her expense), permitting the telephone to be used both as a building intercom and as a regular telephone, at outlet locations in living rooms, bedrooms and kitchens.

The building intercom system will be controlled by an electronic telephone switch. The switch will contain enough circuit boards to operate all building individual extension numbers and will carry at least a one-year guarantee by the installer or manufacturer.

Closed circuit security cameras will be provided in selective locations, at main building lobby, at selected entrance corridors to the elevators, at the service lobby and at entrance doors to the Garage Unit, with viewing monitors at the Concierge. The cameras will be designed to cover the immediate area within the view of the cameras, and will not necessarily cover all of the areas involved.

The building will be provided with hard wired combination smoke and CO detector locally annunciated. This system will meet the requirements of the New York City Building Code.

Television Reception Facilities:

All Residential Units throughout the building have been pre-wired with co-axial cabling. Receptacle jacks, receptacle connections, and miscellaneous equipment such as control boxes and station changers will be provided by Time Warner Cable and/or an alternate satellite service provider at the Unit Owner's expense, at receptacle locations in living rooms and bedrooms.

The building will not be equipped with a Master Television Antenna System for basic local broadcast station reception.

Residential Unit Data Transmission:

All telephone/data receptacles in the Residential Units are wired with Category 5 copper cabling which runs to centrally located communication closets located on every third floor within the common areas of the building up to the 18th floor. A communication room will be provided at the 19th floor to provide cabling from the 19th floor to the top of the building. This wiring technology will allow the Residential Unit Owners the ability to subscribe to internet providers which have been granted access to the building. All charges with respect to providing this service will be paid separately by the Owners of such Units.

S. Public Area Lighting

Lighting will be furnished to the Common Areas of the building through fluorescent and/ or incandescent fixtures. The exterior of the building will be illuminated with sconces mounted on the facade.

T. Garage:

There will be an attended garage in the building, located on lower levels, with access from West 64th Street. The garage will serve the building Unit Owners, as well as the general public and will have the capacity for 250 cars, as per Section 13-12b of the New York City Zoning Resolution. The garage will be constructed of concrete, and will have high-pressure sodium lighting, and be mechanically-ventilated. A dry sprinkler system and fire hose stations are provided throughout.

No other parking will be available on the property.

U. Storage Units:

It is anticipated that there will be Storage Units located on Cellar, Sub-Cellar #1 & #2. These Storage Units will be available for sale to the Residential Unit Owners. Typically, these storage units will be each approximately 4'-0" wide by 4'-0" deep by 7'-0" high.

V. Swimming Pool: The 17x50 lap pool, which has a capacity of 18,350 gallons, is located in Health and Fitness Center on 1st floor. Maximum capacity of people at any given time not to exceed 12 people

W. Tennis Courts, Playgrounds and Recreation Facilities: None.

X. Commercial Areas and other: The First Floor includes space for Bicycle Storage, Valet and Community Facilities. The Cellar and Sub-Cellars 1 & 2 include space for a parking garage. The Cellar Level contains additional storage, Bicycle Room, Storage Units, equipment space, building staff locker rooms, superintendent's office and shop areas.

Y. Permits and Certificates: All required permits have been obtained

Z. Violations: None

Z1. Construction Schedule Construction is projected to start by June 2006 and is scheduled to be substantially complete on or about autumn of 2008.

Z2. Unit Information: The types of Residential Units, together with the type and number of rooms in each of the same, are as follows:

RESIDENTIAL UNIT INFORMATION

There will be 289 Residential Units ranging from 466 square feet to 3,072 square feet.

Town House (Duplex Apartments)	Unit	Floor(s)
3 Bedroom (Duplex)	Unit B	Ground/ Mezz.
Living Room, Dining Room, Kitchen	Unit C	Ground/ Mezz.
And Bathrooms, 3 or 4 bedrooms	Unit D	Ground/ Mezz.
	Unit E	Ground/ Mezz.
4 Bedroom (Duplex)	Unit A	Ground/ Mezz.
	Unit F	Ground/ Mezz.

Studio Studio/Bedroom, Kitchen and Bath	**Unit**	**Floor(s)**
	Unit Y	3rd-7th Floors
One Bedroom 1 Bed, Living Room, Dining Room, Kitchen & Bath	**Unit**	**Floor(s)**
	Unit B	3rd & 4th Floors
	Unit D	5th- 7th Floors
	Unit D	8th -16th Floors
	Unit H	3rd-7th Floors
	Unit K	3rd-16th Floors
	Unit M	3rd & 4th Floors
	Unit N	3rd & 4th Floors
	Unit R	3rd-7th Floors
	Unit T	3rd-7th Floors
	Unit V	3rd & 4th Floors
	Unit W	3rd & 4th Floors
	Unit X	3rd & 4th Floors
	Unit Y	3rd & 4th Floors
Two Bedroom 2 Bedroom, Living Room, Dining Room, Kitchen & 2 Bath	**Unit**	**Floor(s)**
	Unit A	3rd - 16th Floors
	Unit D	3rd & 4th Floors
	Unit E	8th - 16th Floors
	Unit N	8th -16th Floors
	Unit P	3rd - 7th Floors
	Unit S	Ground Floor (Super's Apt)
Two Bedroom + 2 Bedroom, Living room, Dining Room, Kitchen & 2 Baths	**Unit**	**Floor(s)**
	Unit B	17th & 18th Floors
	Unit B	19th Floor
	Unit C	3rd & 4th Floors
	Unit C	5th - 16th Floors
	Unit C	17th - 19th Floors
	Unit E	17th - 19th Floors
	Unit F	17th & 18th Floors
	Unit F	19th Floor
	Unit G	3rd - 7th Floors
	Unit N	5th - 7th Floors
	Unit S	3rd - 7th Floors
Three Bedroom 3 Bedroom, Living Room, Dining Room, Kitchen & 2.5 Baths	**Unit**	**Floor(s)**
	Unit A	17th- 19th Floors
	Unit A	20th - 38th Floors
	Unit B	20th- 38th Floors
	Unit C	20th - 38th Floors
	Unit D	17th - 19th Floors
	Unit D	20th - 38th Floors
	Unit E	3rd & 4th Floors
	Unit E	5th - 7th Floors
	Unit P	8th - 16th Floors

Three Bedroom + 3 Bedroom, Living Room, Dining Room, Kitchen & 3 Baths	**Unit**	**Floor(s)**
	Unit B	5th-16th Floors
	Unit L	5th-16th Floors
Four Bedroom 4 Bedroom, Living Room, Dining Room, Kitchen & 4.5 Bath	**Unit**	**Floor(s)**
	Unit A	PH #1 - PH # 5
	Unit B	PH #1 - PH # 5
	Unit L	3rd & 4th Floors
	Unit M	5th – 16th Floors
Four Bedroom + 4 Bedroom, Living Room, Dining Room, Family Room, Kitchen & 4.5 Bath	**Unit**	**Floor(s)**
	Unit J	3rd -7th Floors
	Unit U	3rd -7th Floors
Five Bedroom 5 Bedroom, Living Room, Family Room, Kitchen, 4.5 Bath & Fireplace	**Unit**	**Floor(s)**
	Unit A	PH #1 - PH # 5
	Unit B	PH #1 - PH # 5

Fixtures and Appliances:

Subject to Sponsor's right to make substitutions as set forth in the offering plan, the Residential Units will be equipped with the following fixtures and appliances:

	Description	Fin.	Model #	Size
Five Fix. MB Four Fix. MB	Under-mount Tub	White	Kohler Maestro K-839/K-840	66" x 32"
	Spout	N	Waterworks WWTU34N	
	Handles	N	Waterworks BDSVSP/GUSV80R	
	Toilet	Skirted	Toto MS884114	
	Under-mount Sinks	White	Kohler Ladena K-2214-0	18" x 12"
	Faucets & Handles	N	Waterworks BDLS02N-K	
	Shower Head	N	Waterworks WWSH23N/WWSH90N	
	Shower Control	PN	Waterworks BDSVSP/GUSV80R	
Three Fix. MB	Tub/Shower	White	Kohler Maestro K-839/K-840	66" x 32"
	Handles	N	Waterworks BDSVSP/GUSV80R	
	Spout	N	Waterworks WWTU38N	
	Toilet	Skirted	Toto MS884114	
	Under-mount Sink	White	Kohler K-2214-0	18" x 12"
	Faucet & Handles	N	Waterworks BDLS02N-K	
2nd & 3rd Bath	Tub/Shower	White	Kohler Maestro K-839/K-840	66" x 32"
	Handles	N	Waterworks BDSVSP/GUSV80R	
	Shower Head	N	Waterworks WWSH23N/WWSH90N	
	Spout	N	Waterworks WWTU38N	
	Toilet	Skirted	Toto MS884114	
	Under-mount Sink	White	Kohler K-2214-0	18" x 12"
	Faucet	N	Waterworks BDLS02N-K	

Powder Room	Under-mount Sink	White	Kohler K-2214-0	18" x 12"
	Faucet	N	Waterworks BDLS02N-K	
	Toilet	Skirted	Toto MS884114	
Kitchen	Sink	S.S.	Kohler K-3332	23"x17.5"
	Sink Faucet	PC	Waterworks WWKM13C	

Appliance + Location	Approx. Qty.	Model #	Description
Refrigerators: All Units	289	700 TCI/736 TCI	Sub-Zero Panel Ready Refrigerator with built in Ice-Maker
Cooktops: All Units	289	KM320G	Miele Stainless Steel 30" Gas Cooktop
Wall Ovens: All. Units	289	H4780OBPS	Miele Stainless Steel 27" S/C Wall Oven
Dishwashers: All Units	289	G2170VI	Miele Panel Ready 24" Dishwasher
Microwave: All Units	289	LVM1650ST	LG Stainless Steel 30" over the Range Micro/Hood
Washer/Dryer: All Units	284 5	LTE 6234D WJSR416ODCC DBXR463EDCC	Maytag 27" Electric Space-Saver GE Washer GE Dryer
Wine Cooler 3-5 BRS and select 2BRS	155	315W	Sub-Zero 15" Stainless Steel Wine Cooler

Finish Schedule:

The following is a finish schedule for the common spaces

Level	*Location*	*Floor*	*Base*	*Walls*	*Ceiling*	*Remarks*
1st.	Main Lobby	Marble	Marble	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Seating Area	Marble/ Carpet	Marble/ Wood	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Mailroom	Marble	Marble	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Function Room	Carpet	Wood	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Billiard Room/Lounge	Carpet	Wood	Wood Paneling/Wall	Painted Gyp. Bd.	

				Covering		
1st.	Children's Play Room	Carpet	Wood	Wall Covering	Painted Gyp. Bd.	
3-PH 4	Public Corridors	Carpet	Wood	Wall Covering	Painted Gyp. Bd.	High Quality Fray Resistant Latex Compound

The following is a finish schedule for the a typical Residential Unit:

Level	*Location*	*Floor*	*Base*	*Walls*	*Ceiling*	*Remarks*
	Typical Residential Unit					
GR - PH 5	Foyer, Closets	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Painted Gyp. Bd.	
GR - PH 5	Living Room	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	
GR - PH 5	Master Bedroom	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	
GR - PH 5	Secondary Bedrooms	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	
GR - PH 5	Master Bathroom	Marble Tile	Marble Tile	WR 5/8" Gyp. Board	Paint	full ht. tile at shower
GR - PH 5	Secondary Bathrooms	Marble Tile	Marble Tile	WR 5/8" Gyp. Bd.	Painted Gyp. Bd.	full ht. tile at shower
GR - PH 5	Powder Rooms	Marble Tile	Marble Tile	5/8" Gyp. Bd.	Painted Gyp. Bd.	
GR - PH 5	Kitchen	Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	Granite Counters & Backsplashes
GR - PH 5	Laundry Closets	Ceramic Tile	Ceramic Tile	5/8" Gyp. Bd.	Painted Gyp. Bd.	Marble floor/ base @ P.R. granite fl./wd. base @ kit.

Z3. Safety and Warning Devices:

Smoke detectors are provided outside the bedrooms in Residential Units, as required by law. Area smoke detectors are installed in all electrical and mechanical equipment rooms as required by law. Smoke detectors are installed in all elevator lobbies for activation of elevator recall to main floor level as required by law. Finally duct mounted smoke detectors are provided in all supply air handling units with a capacity in excess of 2,000 cfm which is also a New York City Building Code requirement.

Aircraft Avoidance Lights are provided on the parapet walls above the bulkhead roof on both towers.

The building will be provided with a lightning prevention system.

Z4. Additional Information
Dimensions of Units:

The square foot area of the Units set forth in the Floor Plans, Schedule A to the Offering Plan and Exhibit B to the Condominium Declaration are approximate and are based upon the following method of tabulation: The Units were measured from the exterior face of the exterior walls (perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and the midpoint of partitions separating one Unit from another Unit, public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any Common Elements located within a Unit shall not be considered a part of such Unit. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit.

Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. The clearance between the top of the concrete floor slab and the bottom of the finish ceiling in the Units will generally be approximately 9'-0" in major areas. Certain Units and areas within other Units may have clearances of less than this to accommodate facilities located above the ceiling or otherwise to respond to field conditions. The maximum ceiling height on the 7th, 16th & 19th floor levels is approximately 10'-11-1/2". The maximum ceiling height on the PH#1 through PH#4 floor levels is approximately 9'-11". The maximum ceiling height on 38th floor & PH#5 is approximately 10'-1-1/2".

The foregoing constitutes a true, correct and complete Description of Property by our firm for the property located at 80 Riverside Boulevard, New York, New York.

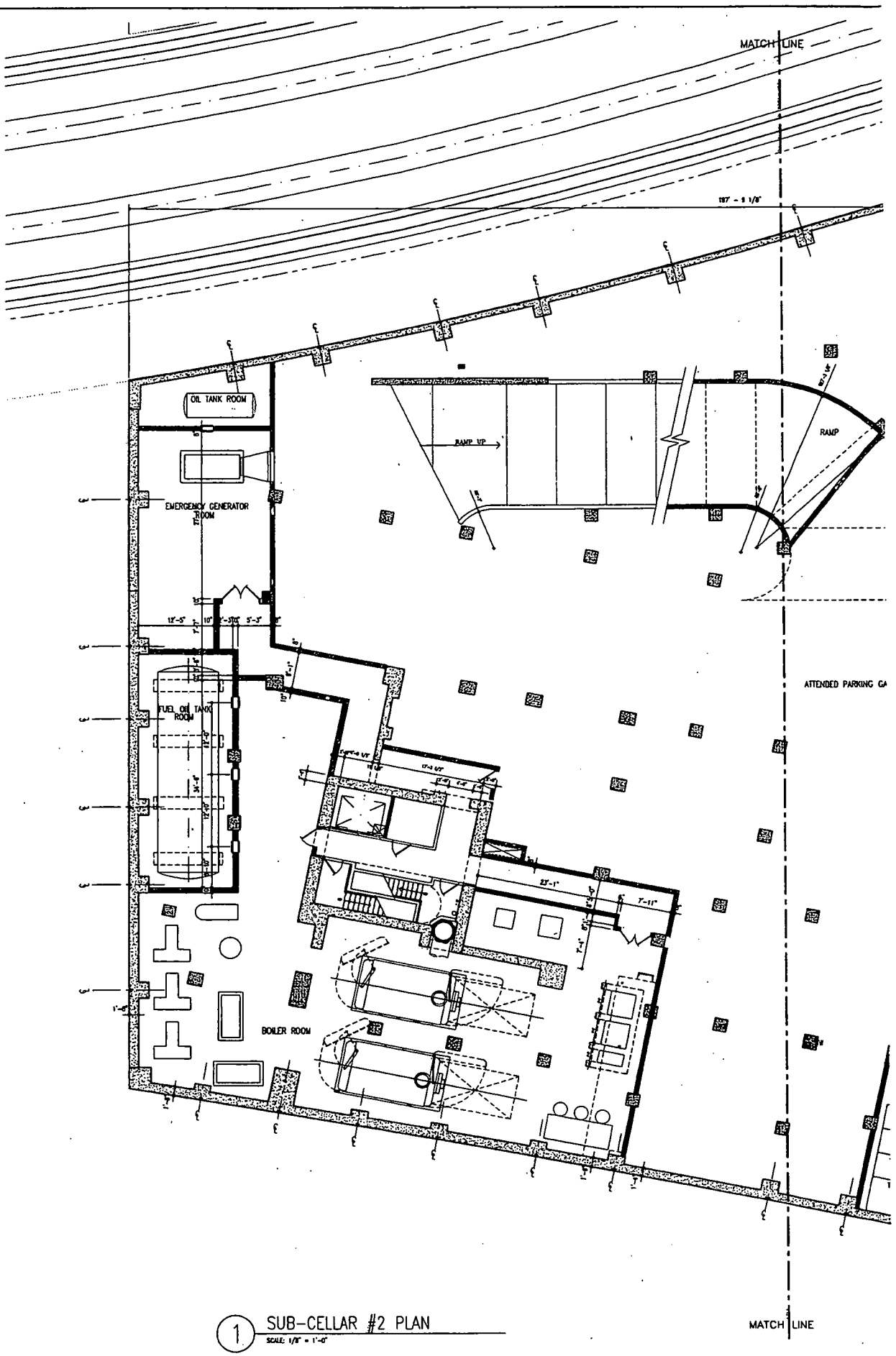
Leo Stephen Hill, A.I.A



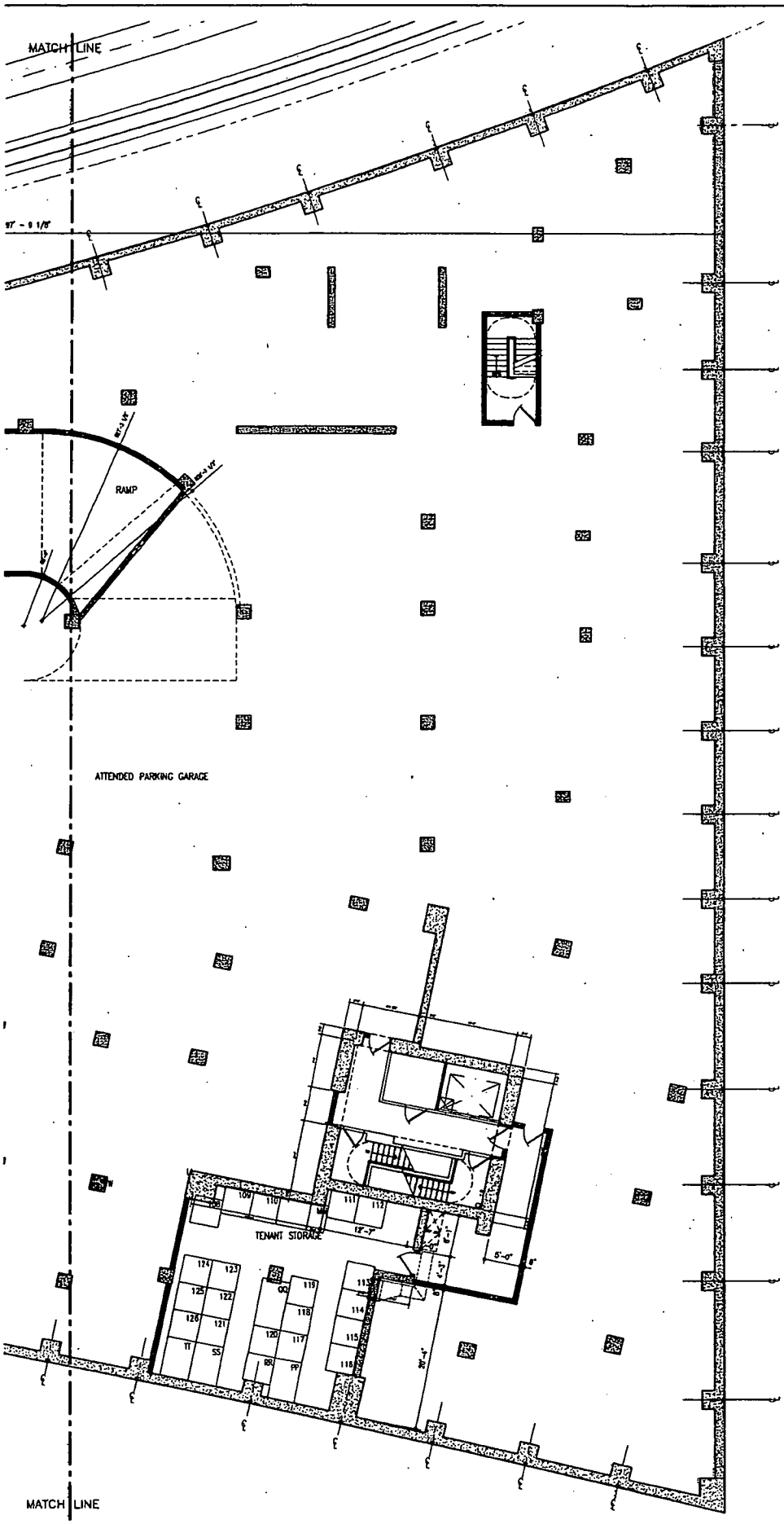
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cutouts. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the Offering Plan.

EXHIBIT "5"

FLOOR PLANS



1 SUB-CELLAR #2 PLAN
SCALE: 1/8" = 1'-0"



NOTES

No.:	Date:	Revisions:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4855 Fax (212) 725-3441

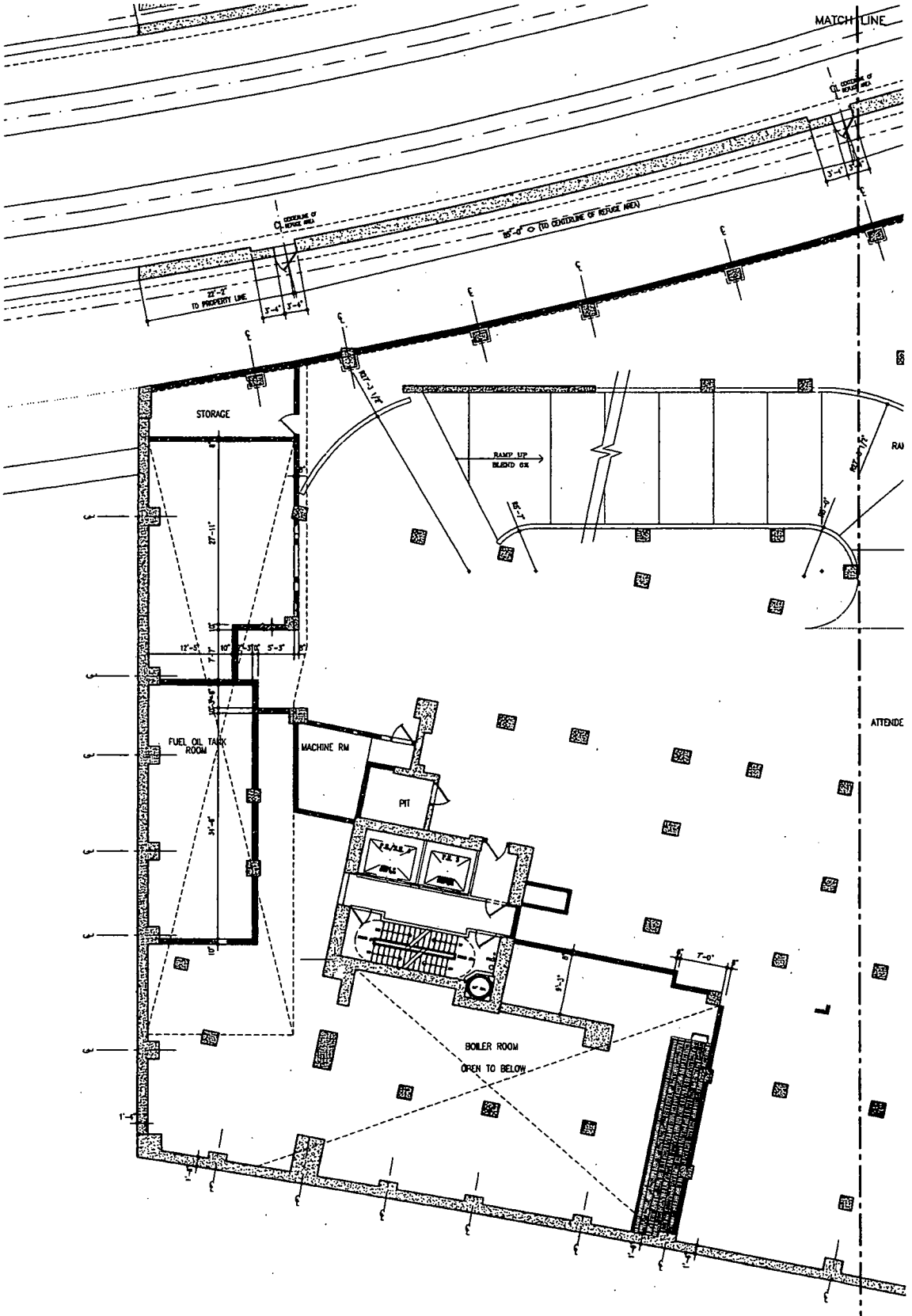
WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 697-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
16 West 46th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

Title: SUB-CELLAR #2

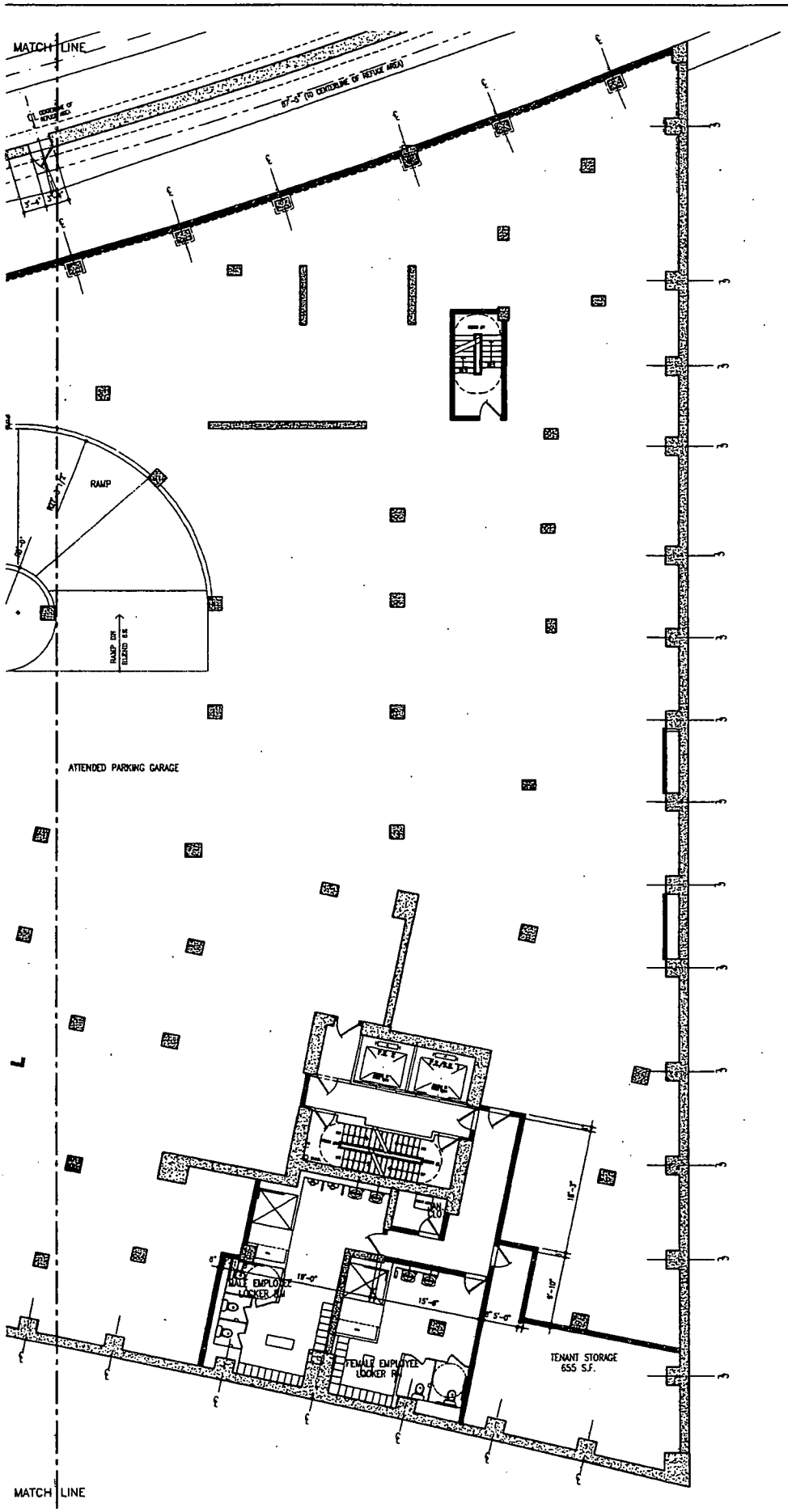
Scale	Drawing No.
AS NOTED	AG-01
Date	
Project No. 05A13	

File: H:\0403_Riverside\Arch\1_Dwgs\101_D.Dc



1 SUB-CELLAR #1 PLAN

SCALE: 1/8" = 1'-0"



NOTES

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CRP/EXTELL PARCEL 1 LP
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Tel (212) 712-6006 Fax (212) 712-6107

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60 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4655 Fax (212) 725-3441

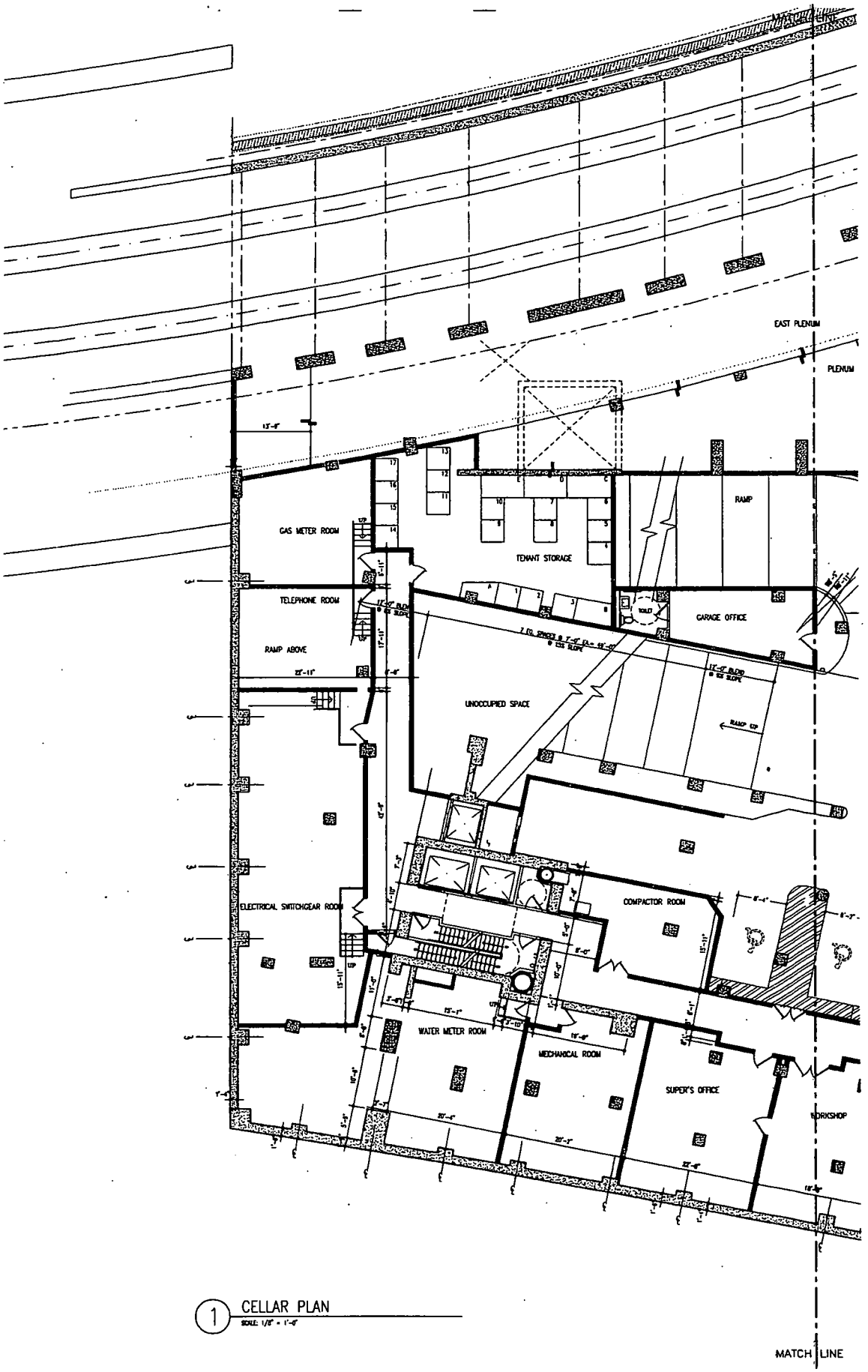
WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-6501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5565 Fax (212) 944-5597

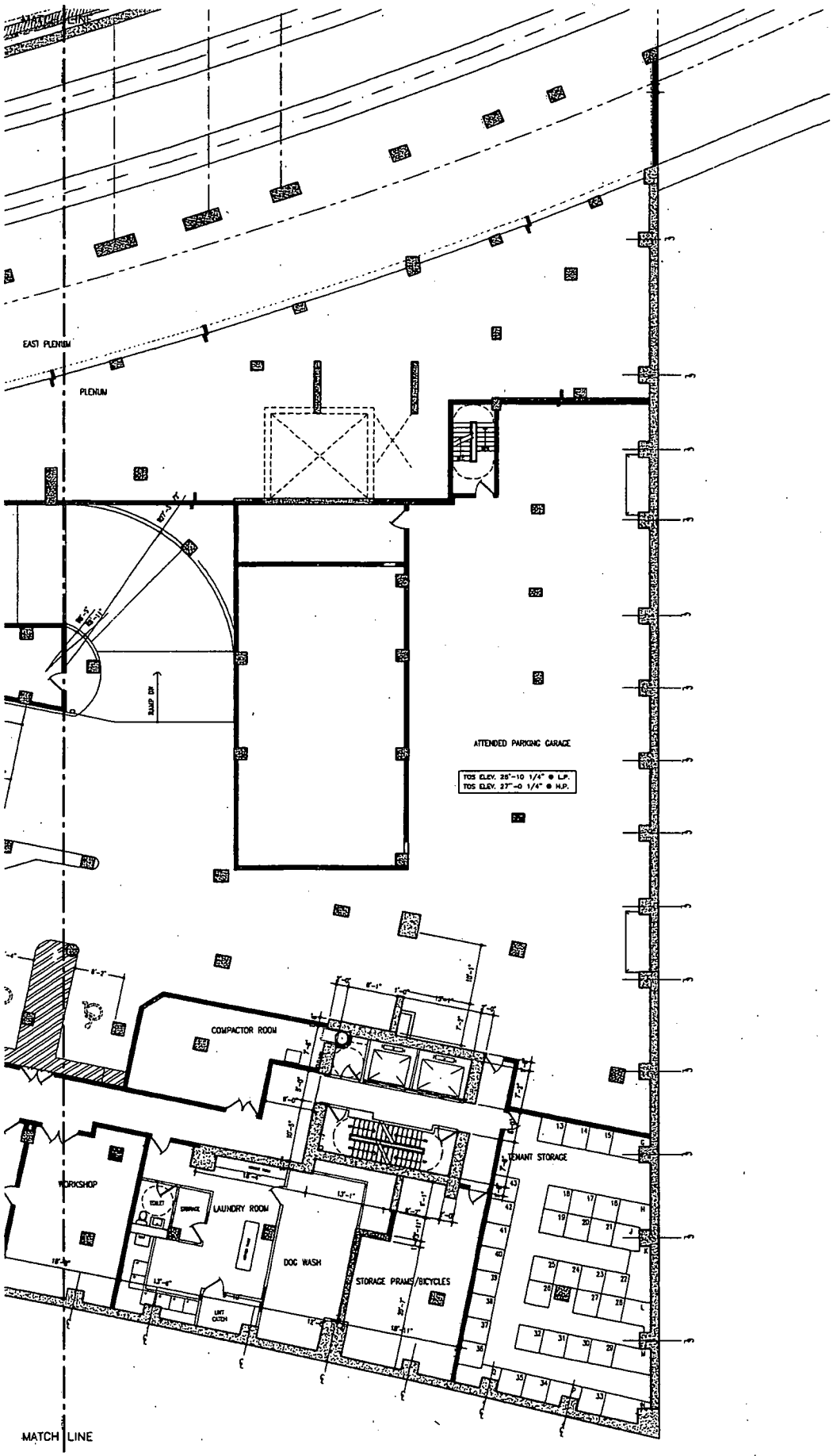
Title
SUB-CELLAR #1

Scale	Drawing No.
AS NOTED	AG-02
Date	
Project No. 05A13	

File: H:\04A13_Riverside\Arch\1_Dwgs\101_CnDc



1 CELLAR PLAN
SCALE: 1/8" = 1'-0"



NOTES

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60 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4855 Fax (212) 725-3441

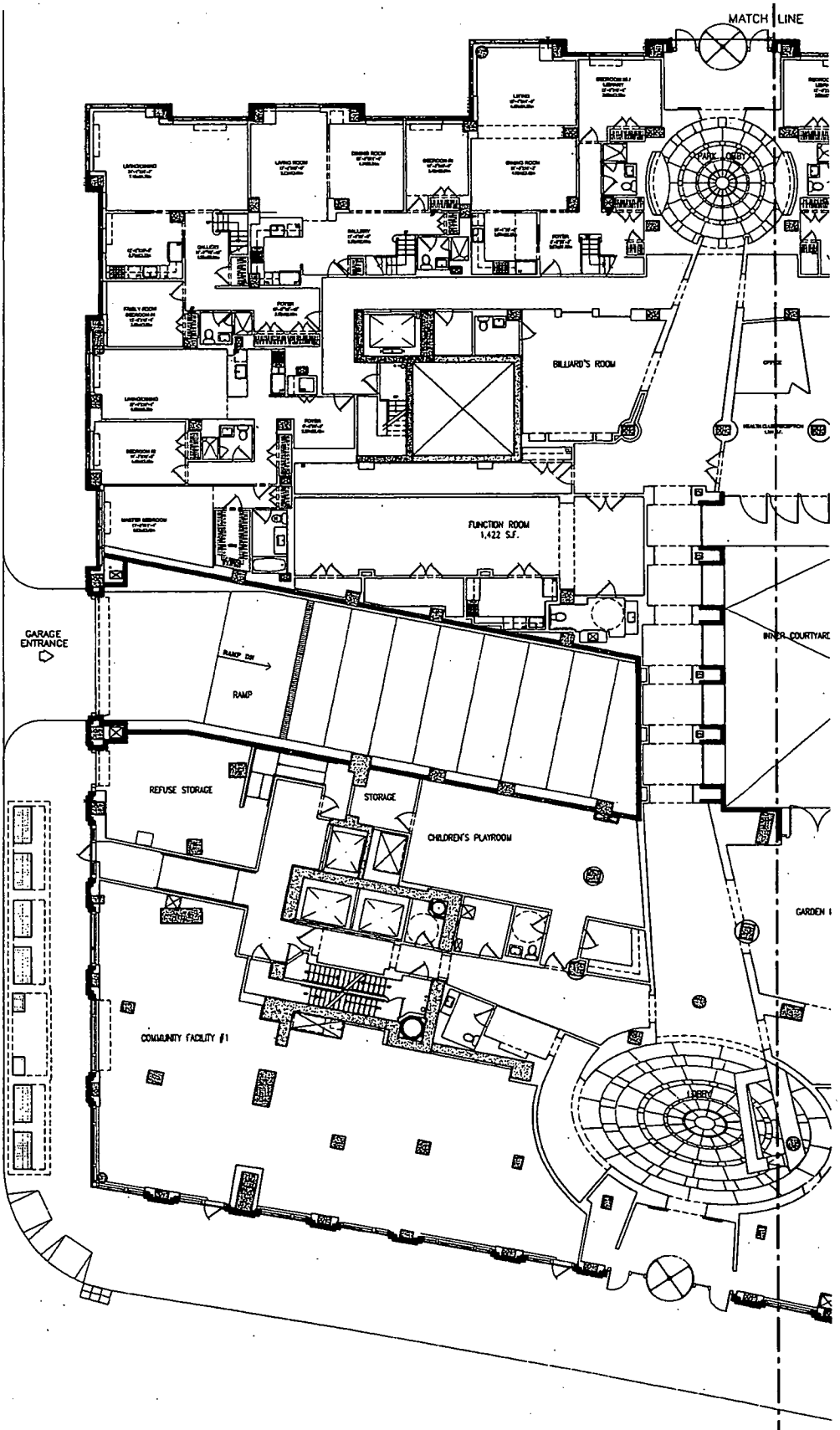
WSP CANTOR SEINUK
Structural Engineers
229 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

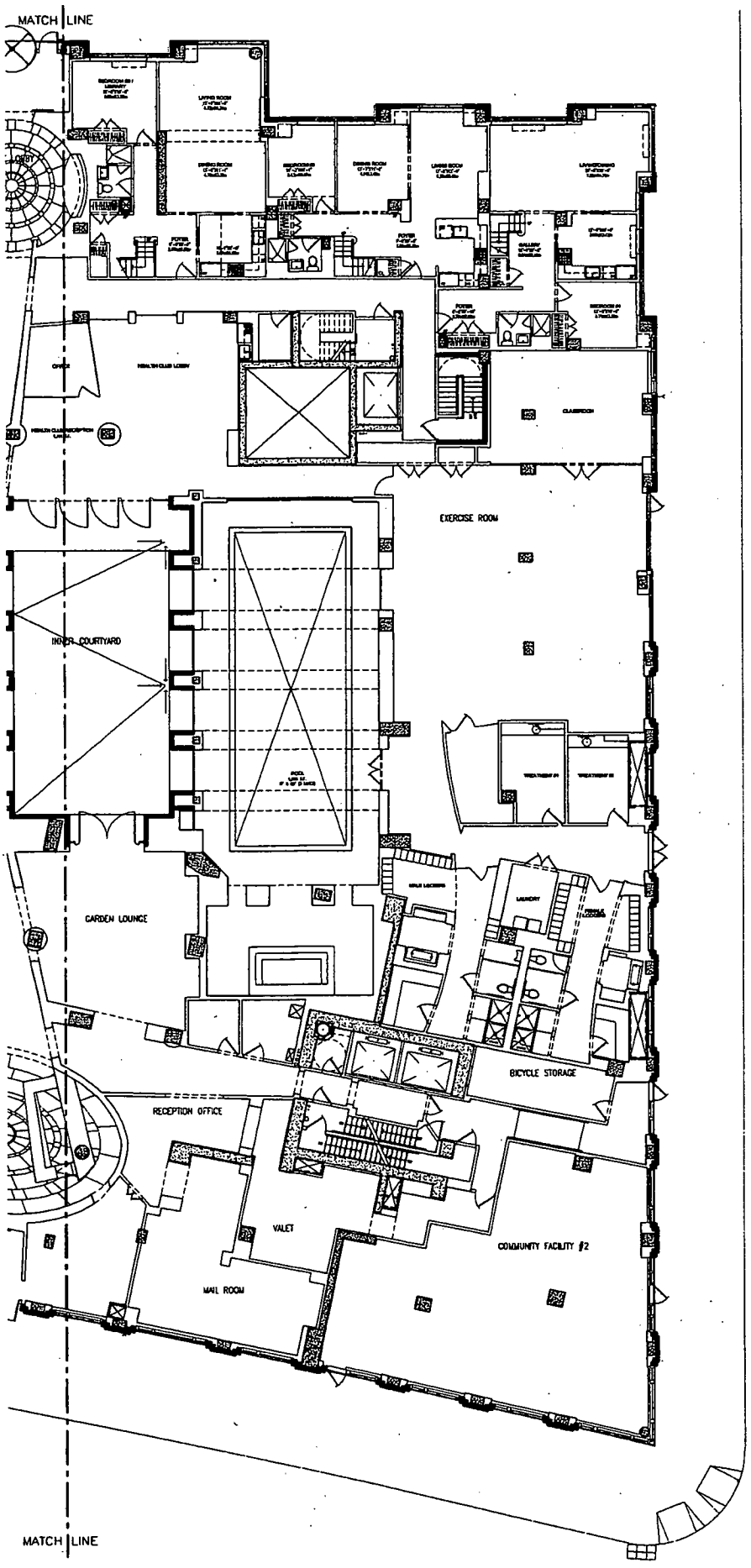
Title: CELLAR PLAN

Scale	Drawing No.
AS NOTED	AG-03
Date	
Project No. 05A13	

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1 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



NOTES

No.:	Date:	Revision:

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800 3rd Avenue, New York, N.Y. 10022
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EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 'I'
80 RIVERSIDE BOULEVARD

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ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4855 Fax (212) 725-3441

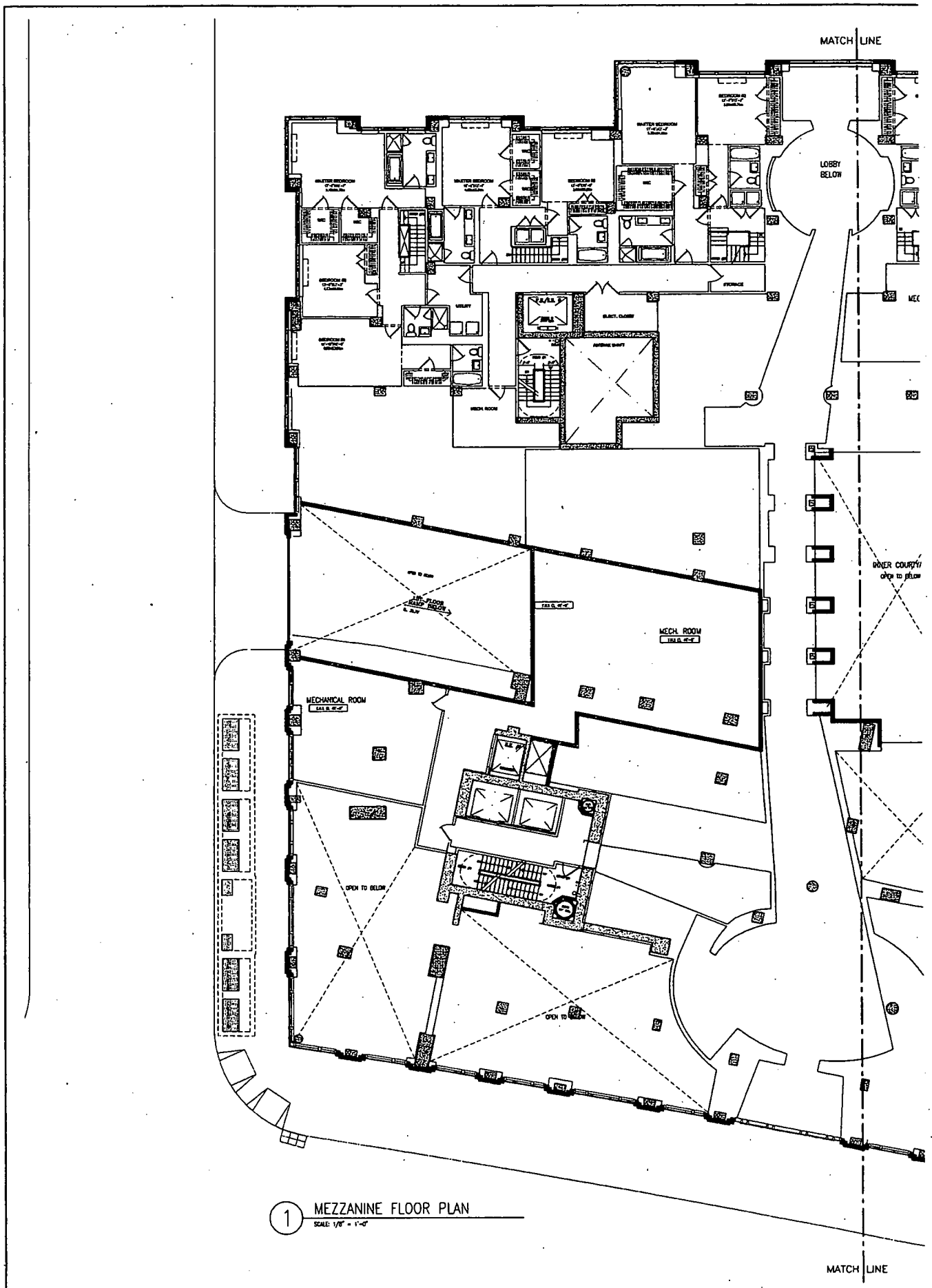
WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5597

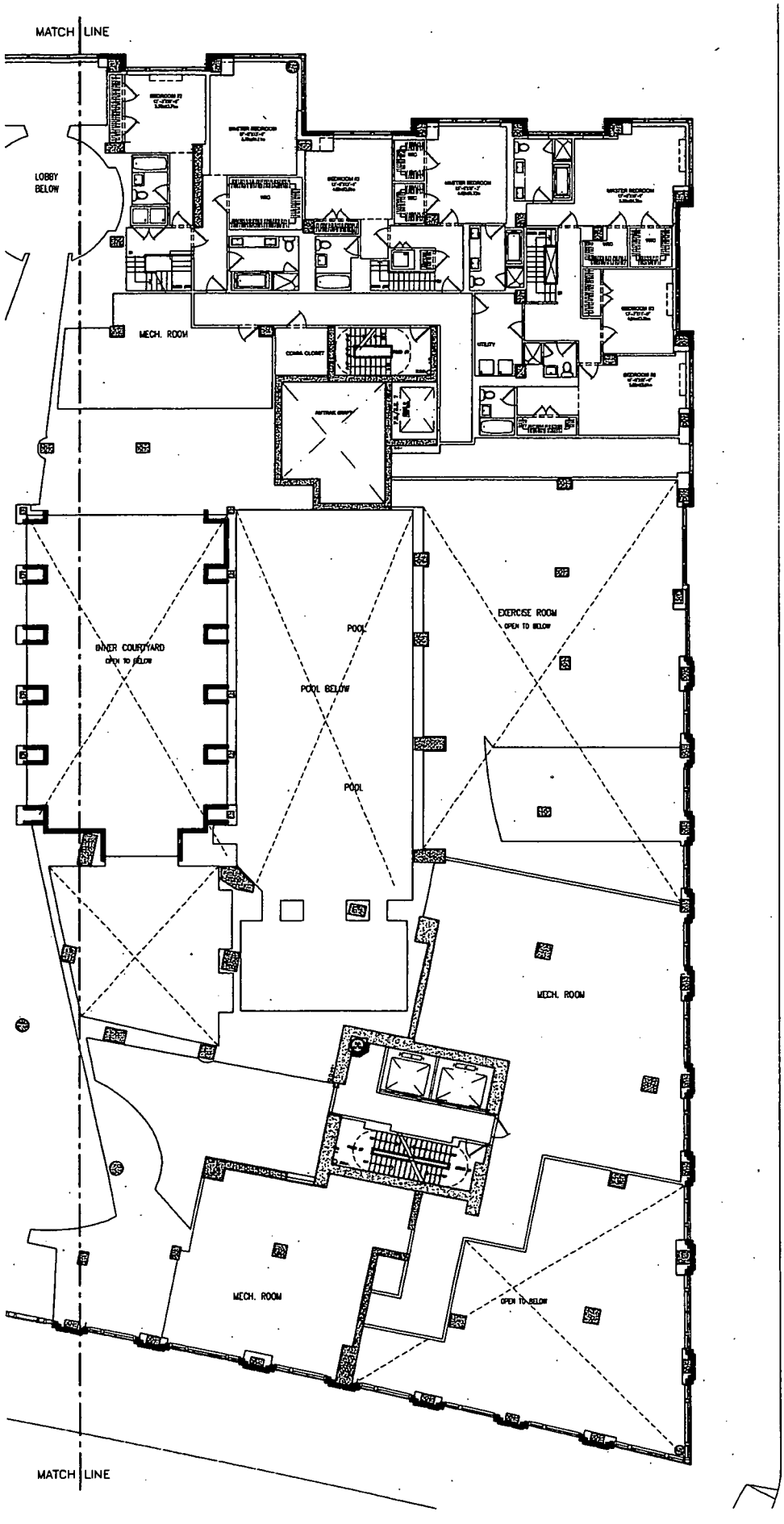
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GROUND FLOOR

Scale	Drawing No.
AS NOTED	AG-04
Date	
Project No. 05A13	

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1 MEZZANINE FLOOR PLAN
SCALE: 1/8" = 1'-0"



NOTES

No:	Date:	Revision:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6000 Fax (212) 712-6107

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800 3rd Avenue, New York, N.Y. 10022
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COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4855 Fax (212) 725-3441

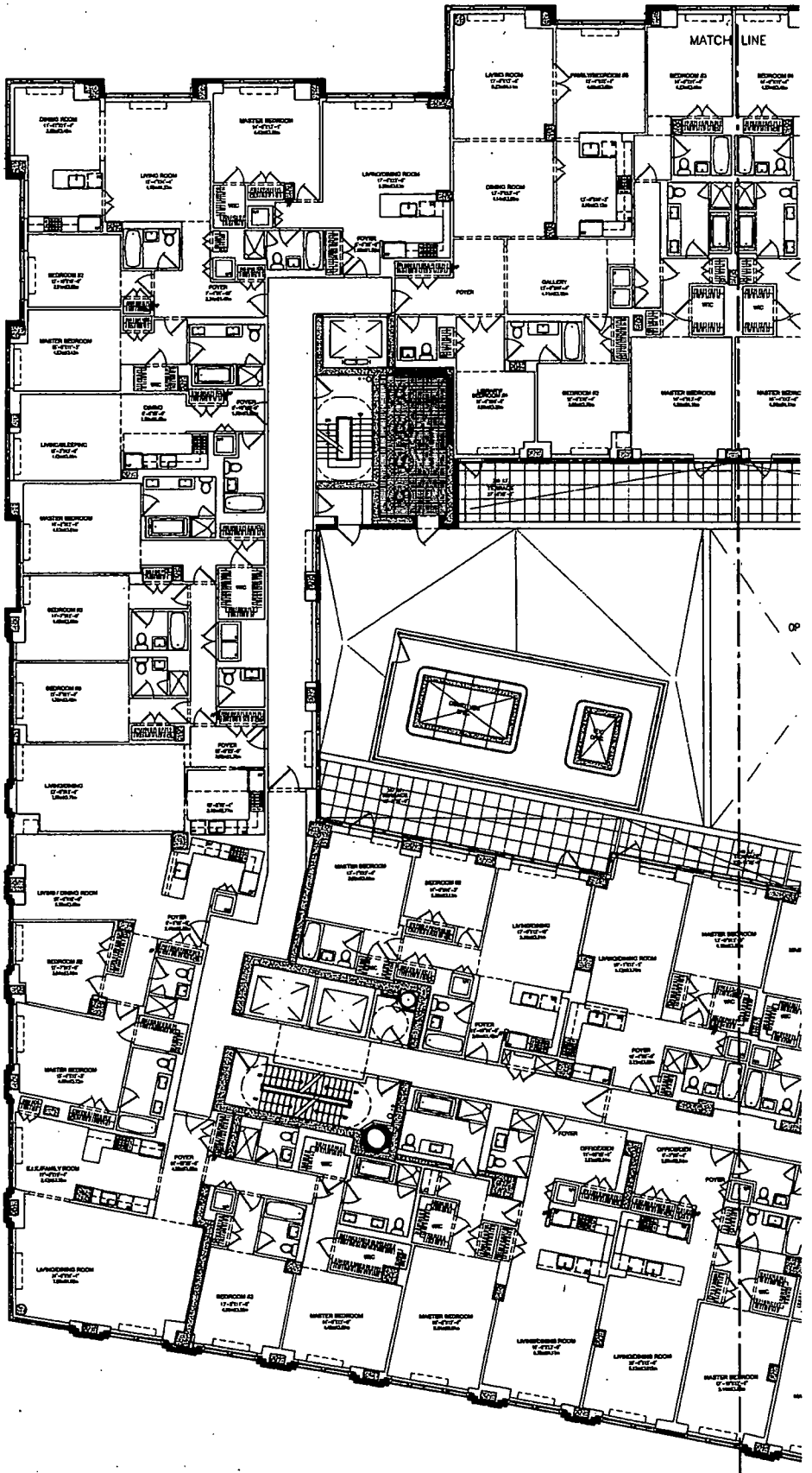
WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5597

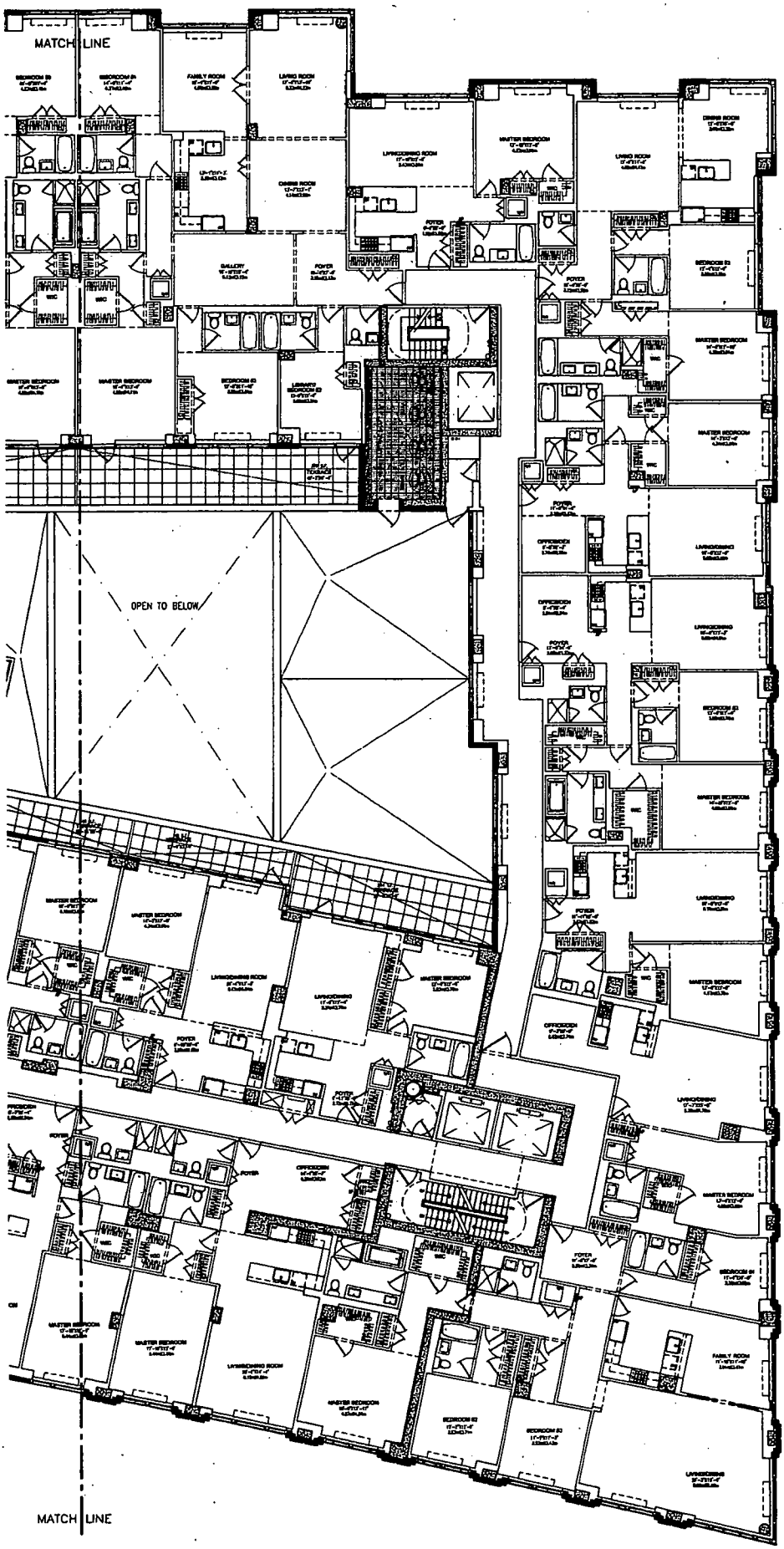
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MEZZANINE LEVEL

Scale	Drawing No.
AS NOTED	AG-05
Date	
Project No. 05A13	

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1 2ND FLOOR PLAN
SCALE: N.T.S.



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No.: Date: Revision:

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800 3rd Avenue, New York, N.Y. 10
Tel (212) 712-6000 Fax (212) 712-6

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COSTAS KONDYI & PARTNERS, LLI ARCHITECTS
31 West 27th Street, New York, N.Y.
Tel (212) 725-4655 Fax (212) 725-

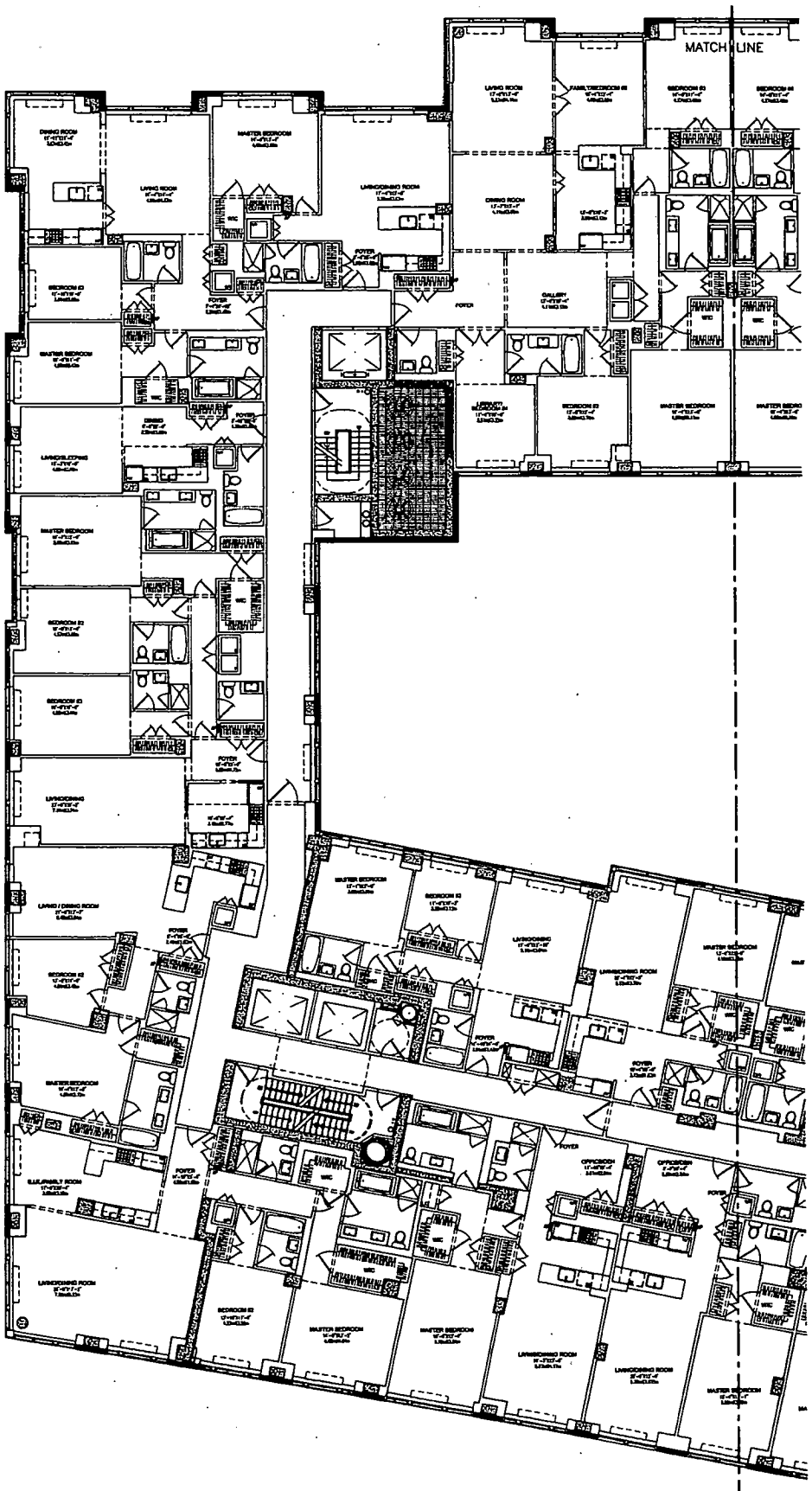
WSP CANTOR SEINUI
Structural Engineers
228 East 45th Street, New York, N.Y.
Tel (212) 687-6888 Fax (646) 487-5

I.M. ROBBINS
Mechanical Engineer
15 West 44th Street, New York, N.Y.
Tel (212) 944-5566 Fax (212) 944-5

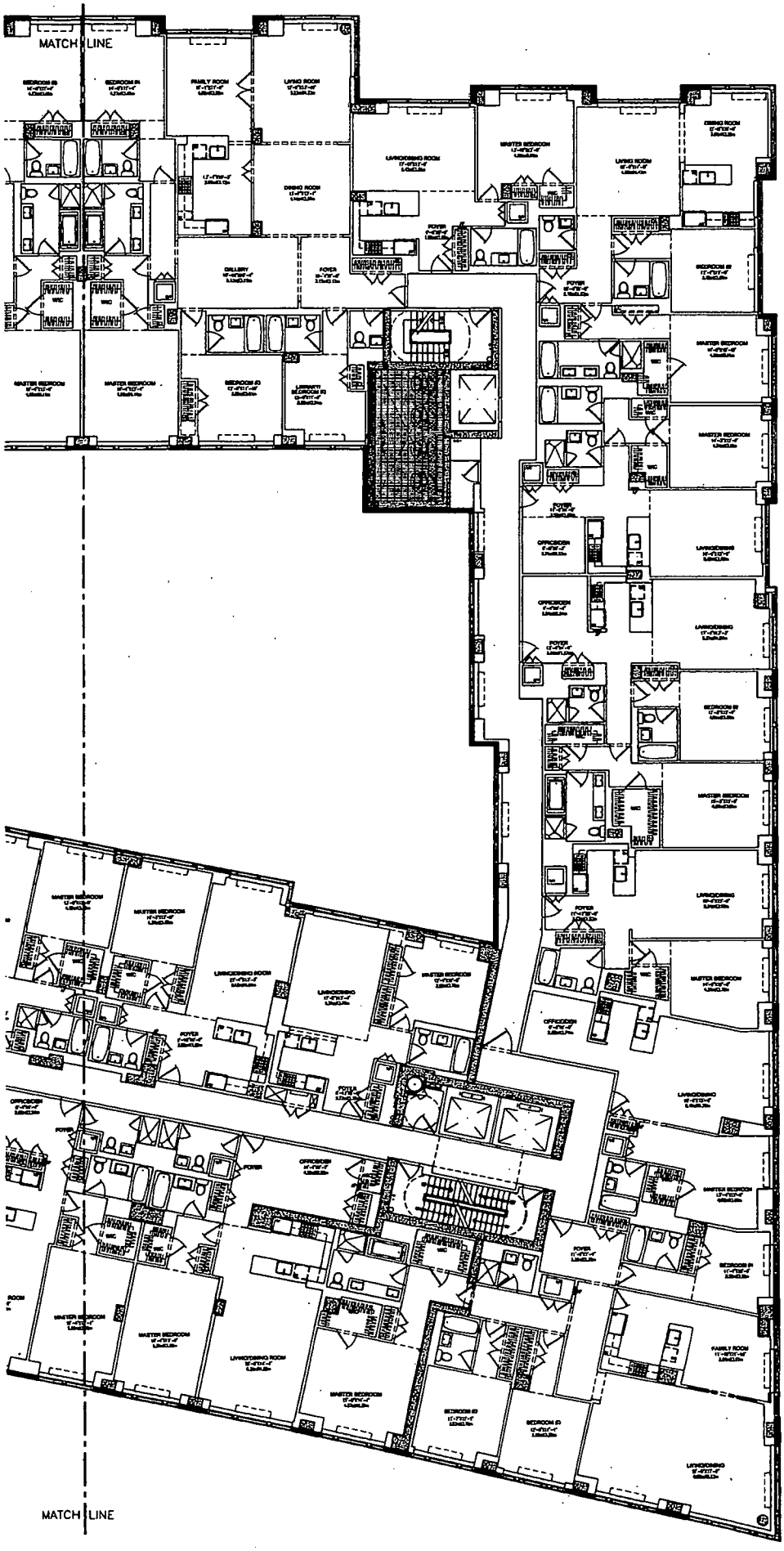
Title

2ND FLOOR PLAN
(3RD FLR. MARKETIN

Scale AS NOTED
Drawing No. AG-
Date
Project No. 05A13
File H:\04403_Riverside\Arch\1_Dwgs\1



1 3RD FLOOR PLAN
SCALE: N.T.S.



NOTES

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Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
60 RIVERSIDE BOULEVARD

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Tel (212) 725-4656 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

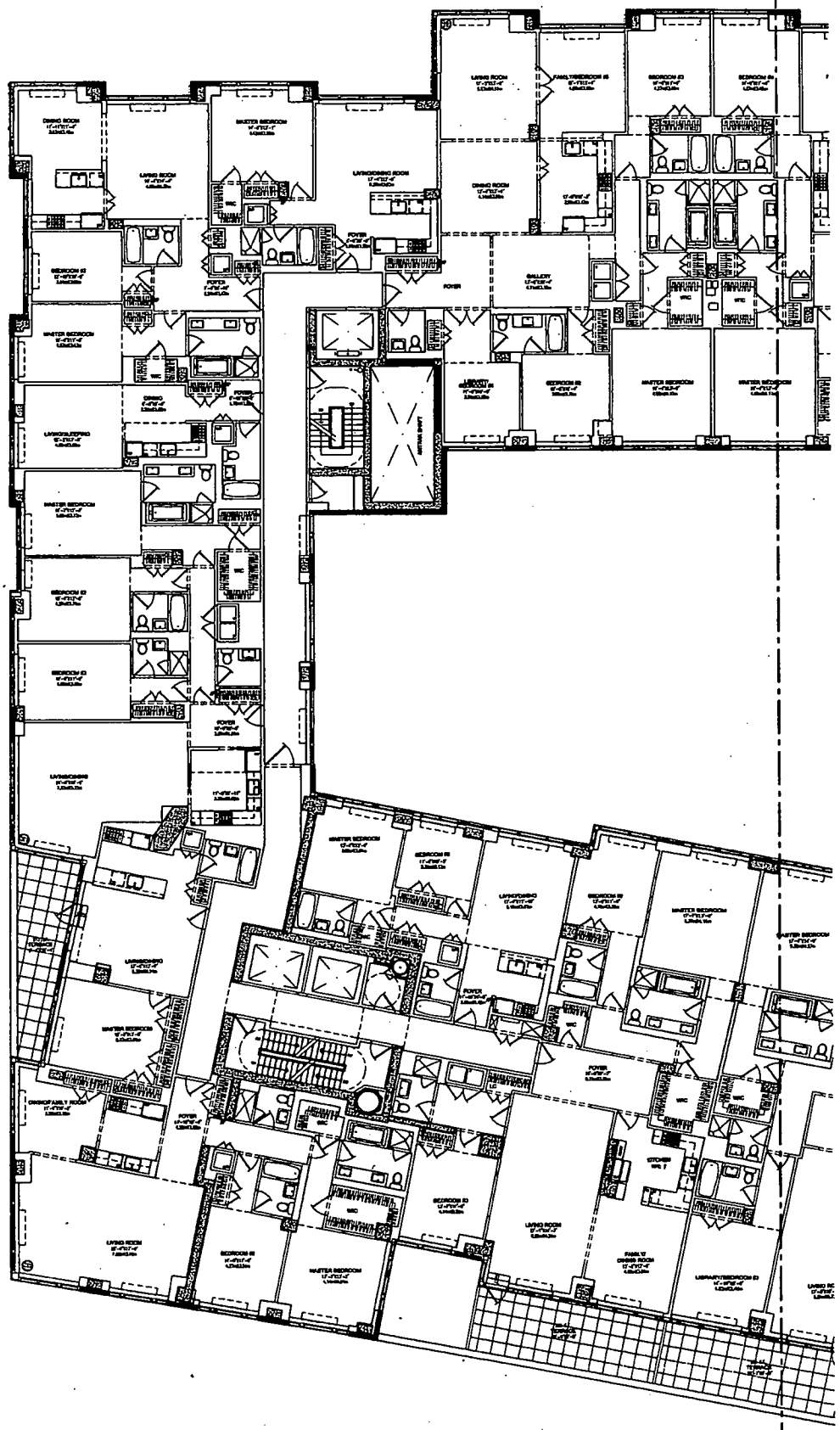
I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

Title

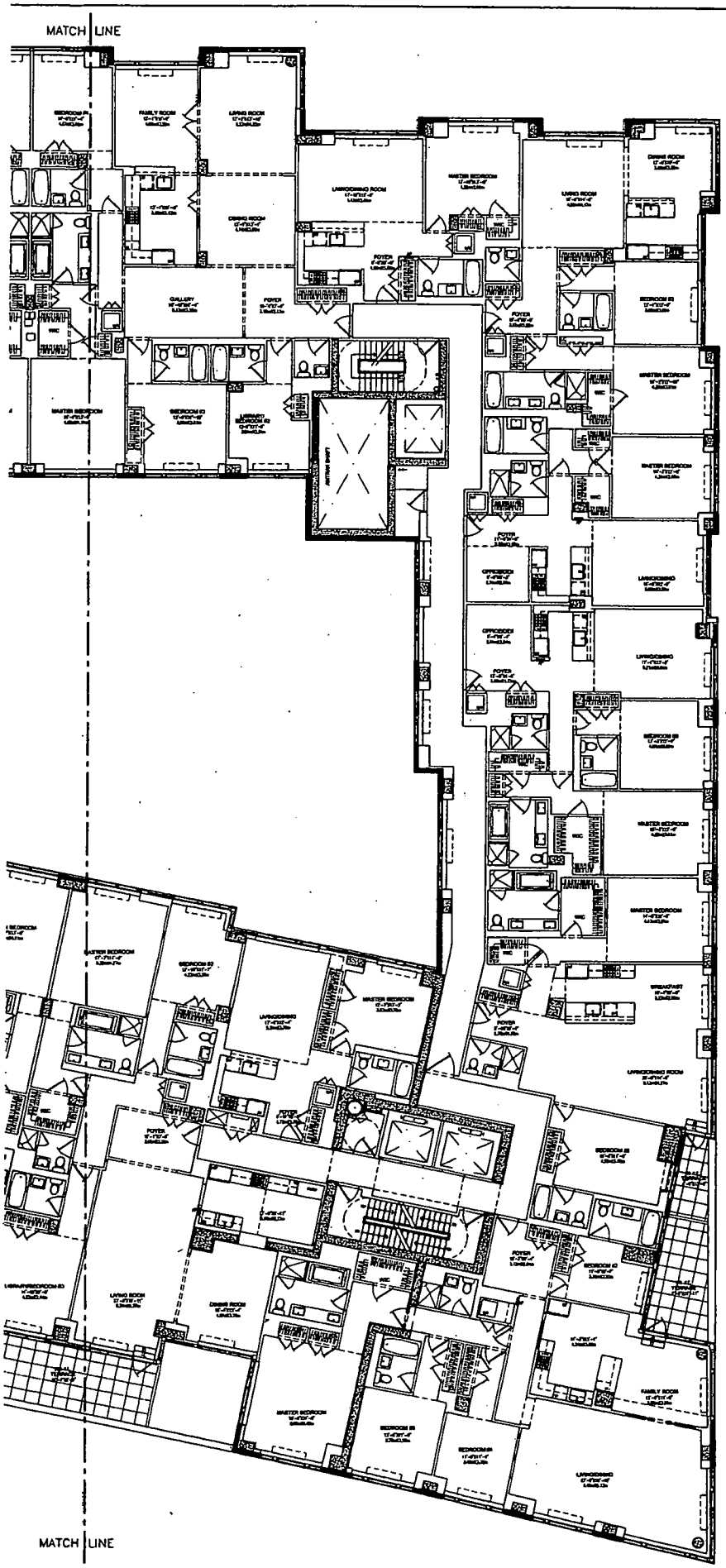
3RD FLOOR PLAN
(4TH FLR. MARKETING)

Scale	Drawing No.
AS NOTED	AG-07
Date	
Project No. 05A13	

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1 4TH FLOOR PLAN



NOTES

No.: Date: Revision:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4555 Fax (212) 725-3441

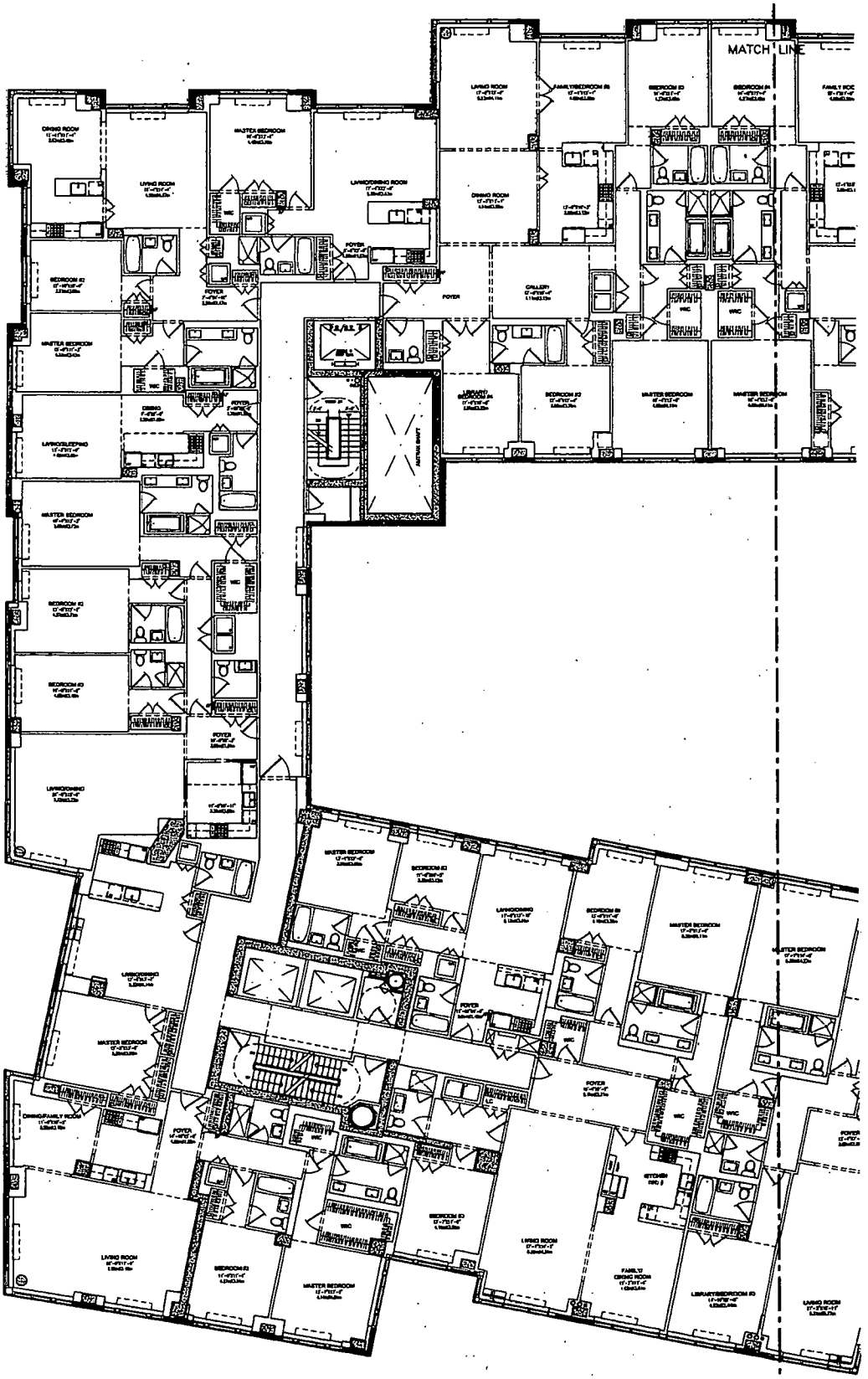
WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-6888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5597

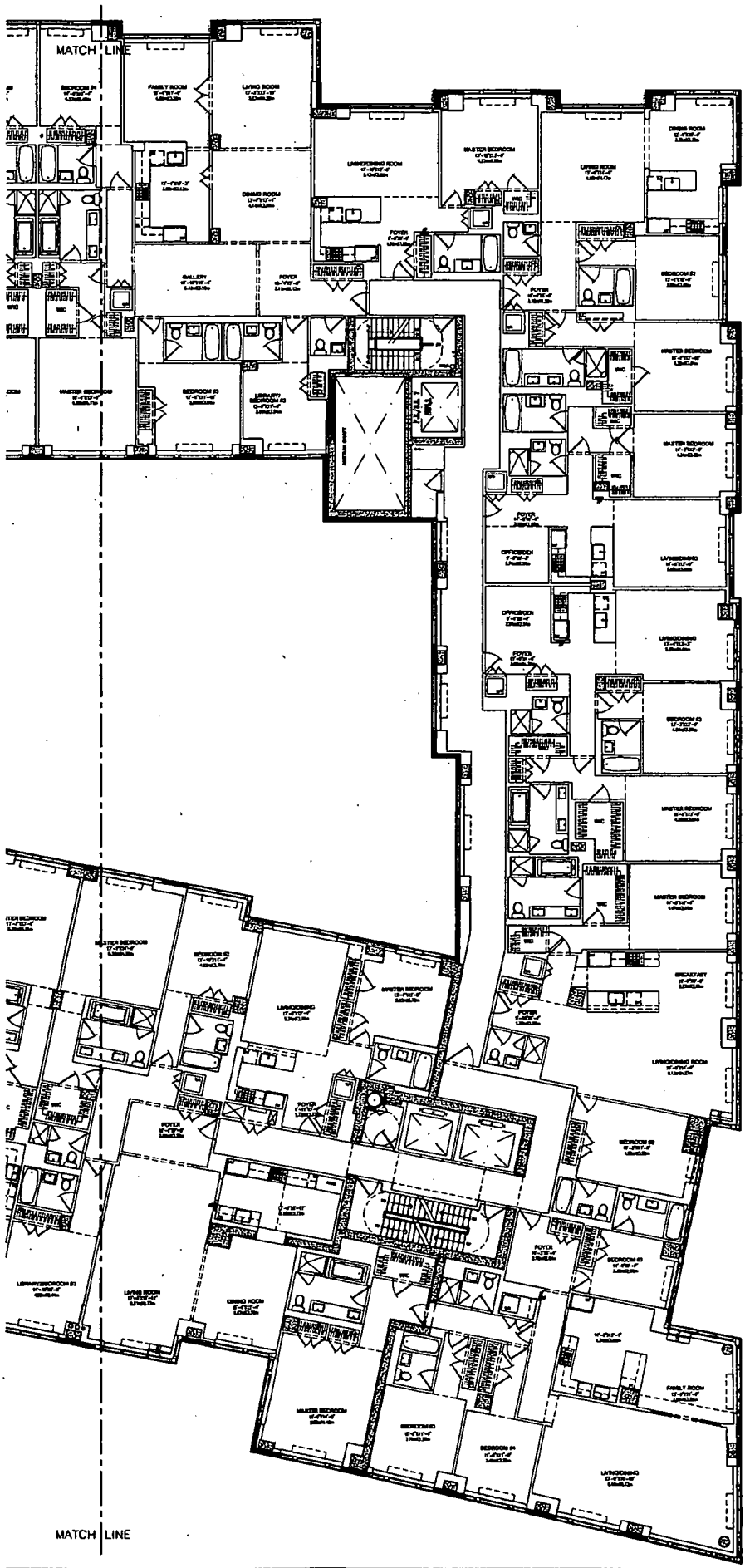
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4TH FLOOR PLAN
(5TH FLR. MARKETING)

Scale: AS NOTED
Date:
Project No.: 05A13
Drawing No.: AG-08

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1 5TH AND 6TH FLOOR PLAN
SCALE: N.T.S.



NOTES

No.:	Date:	Revision:

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ARCHITECTS
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WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-6688 Fax (646) 487-5501

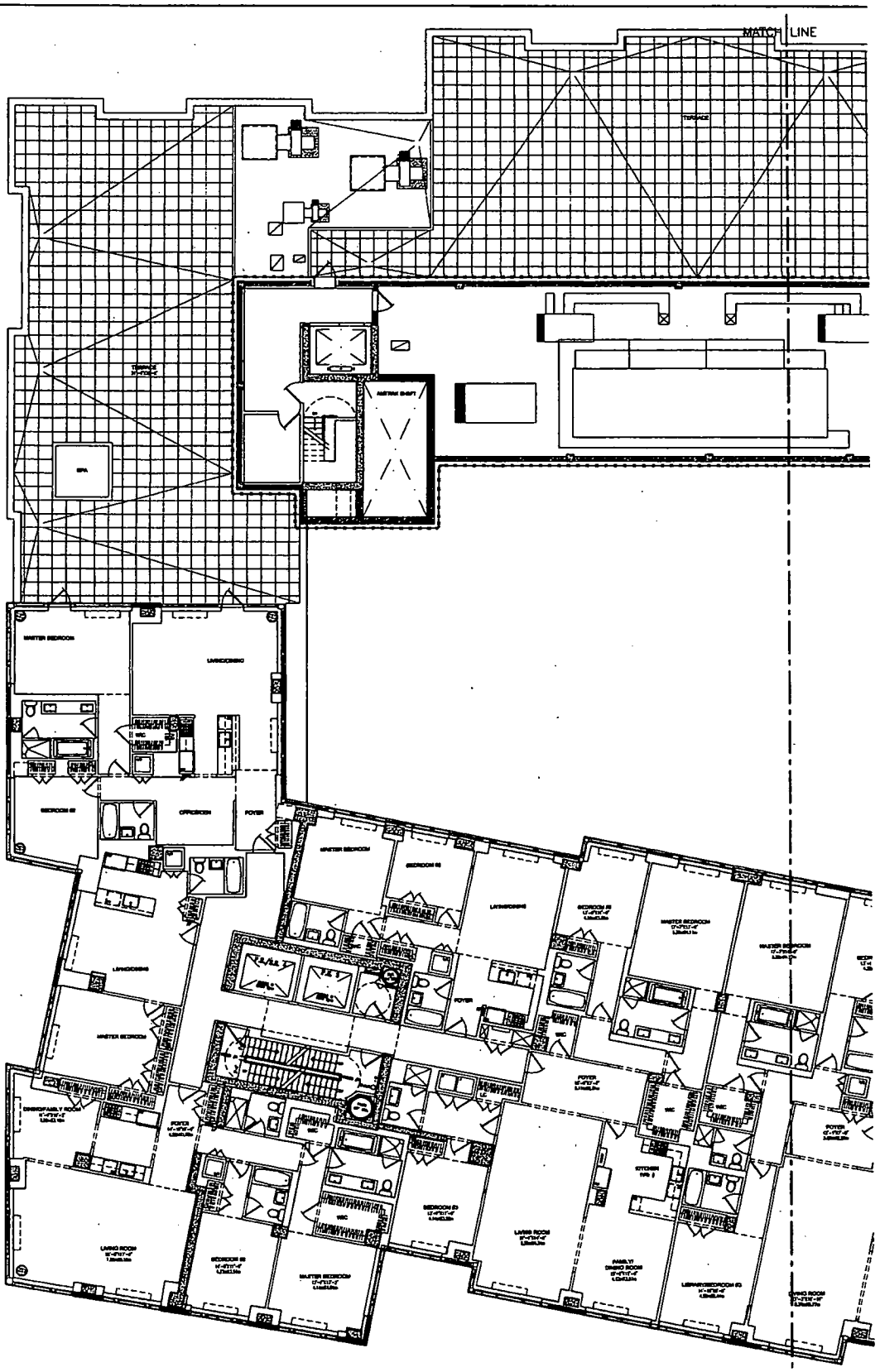
I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5597

Title

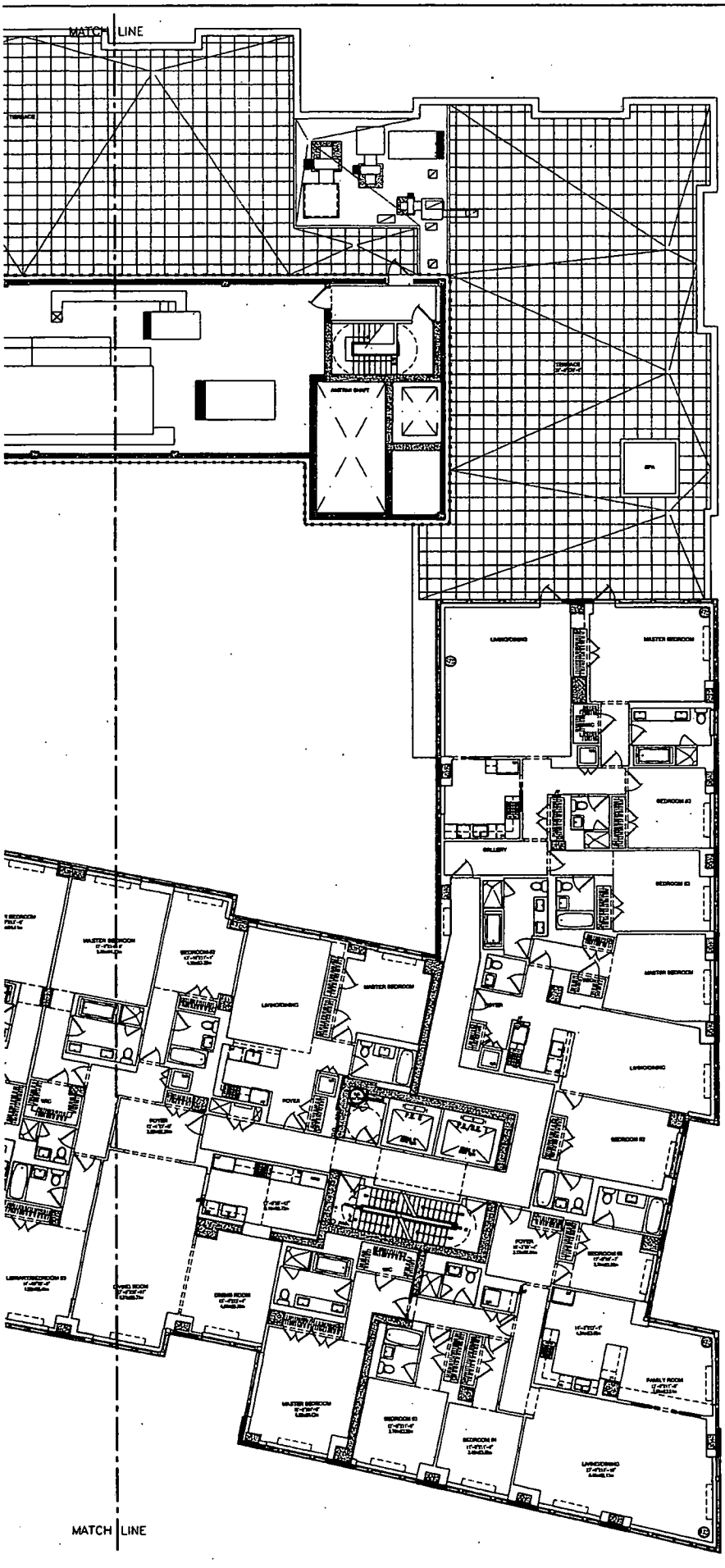
5TH & 6TH FLOOR PLAN
(6TH & 7TH MARKETING)

Scale	Drawing No.
AS NOTED	AG-05
Date:	
Project No. 05A13	

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1 7TH FLOOR PLAN
SCALE: N.T.S.



NOTES

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800 3rd Avenue, New York, N.Y. 10022
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WSP CANTOR SEINUK
Structural Engineers
226 East 45th Street, New York, N.Y. 100
Tel (212) 687-9888 Fax (646) 487-5501

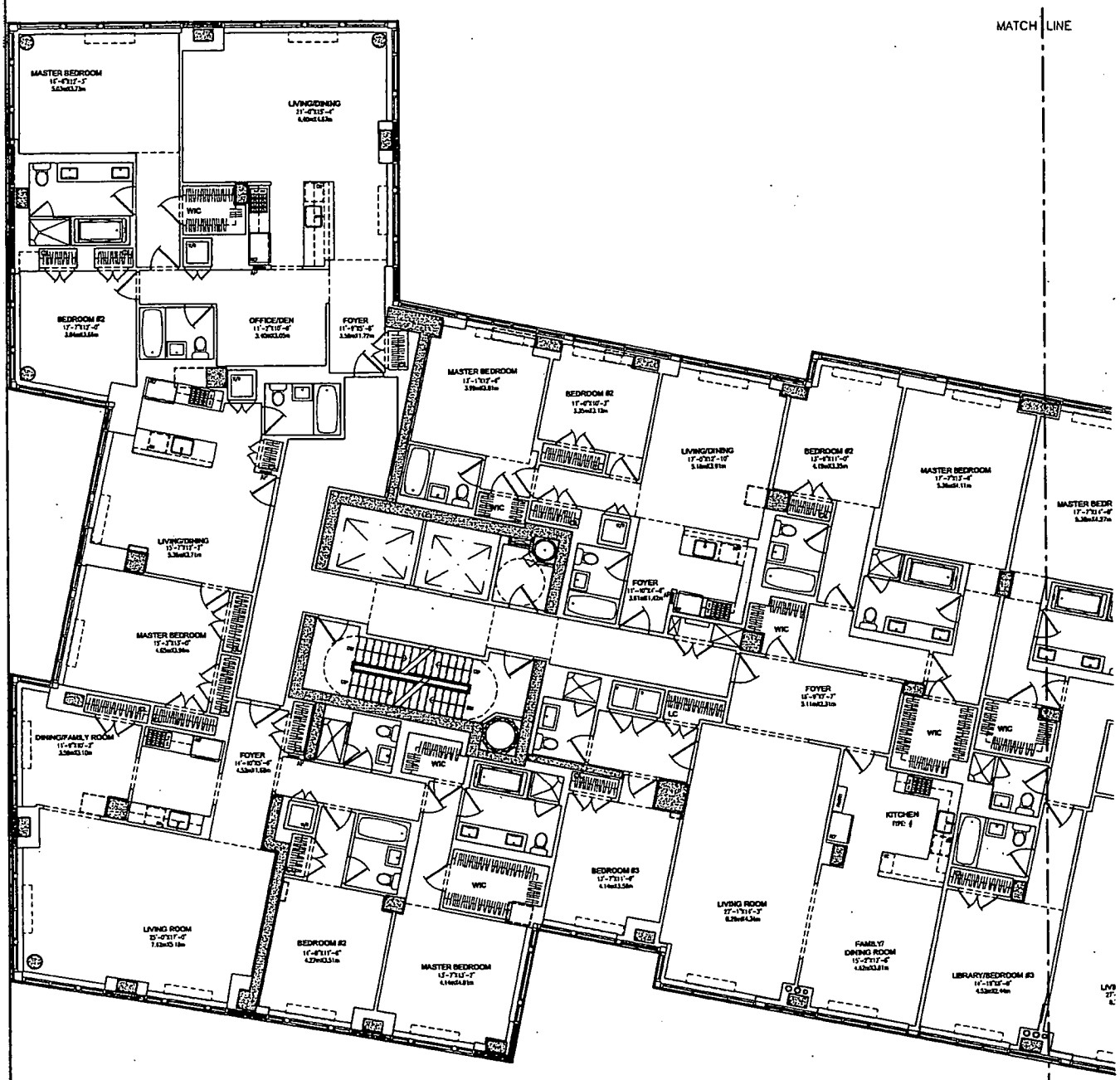
I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 100
Tel (212) 944-5566 Fax (212) 944-5597

Title

7TH FLOOR PLAN
(8TH FLR. MARKETING)

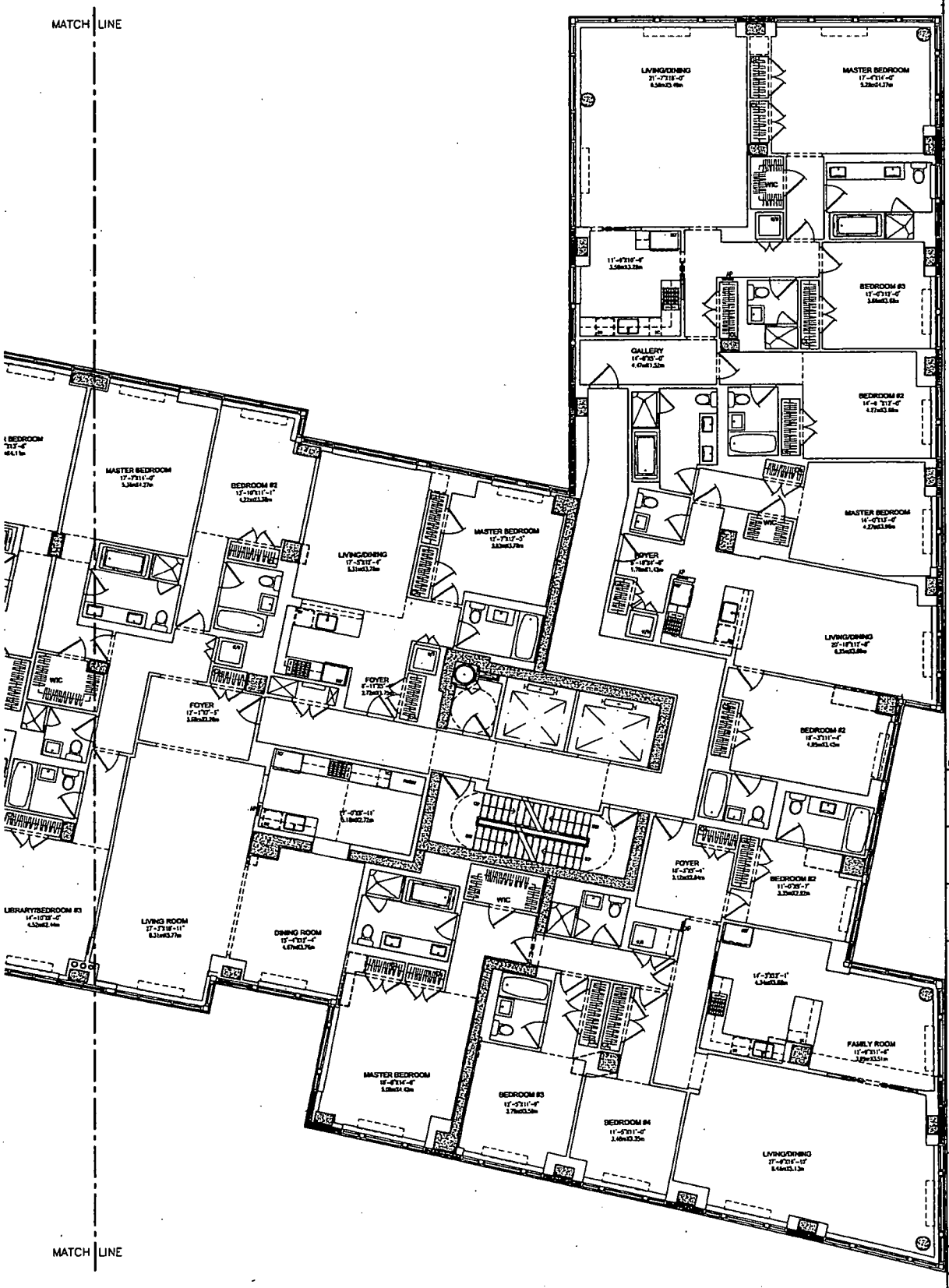
Scale	Drawing No.
AS NOTED	AG-1
Date	
Project No. 05A13	

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1 8TH THRU 14TH FLOOR PLAN

SCALE: N.T.S.



NOTES

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800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING T
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
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WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

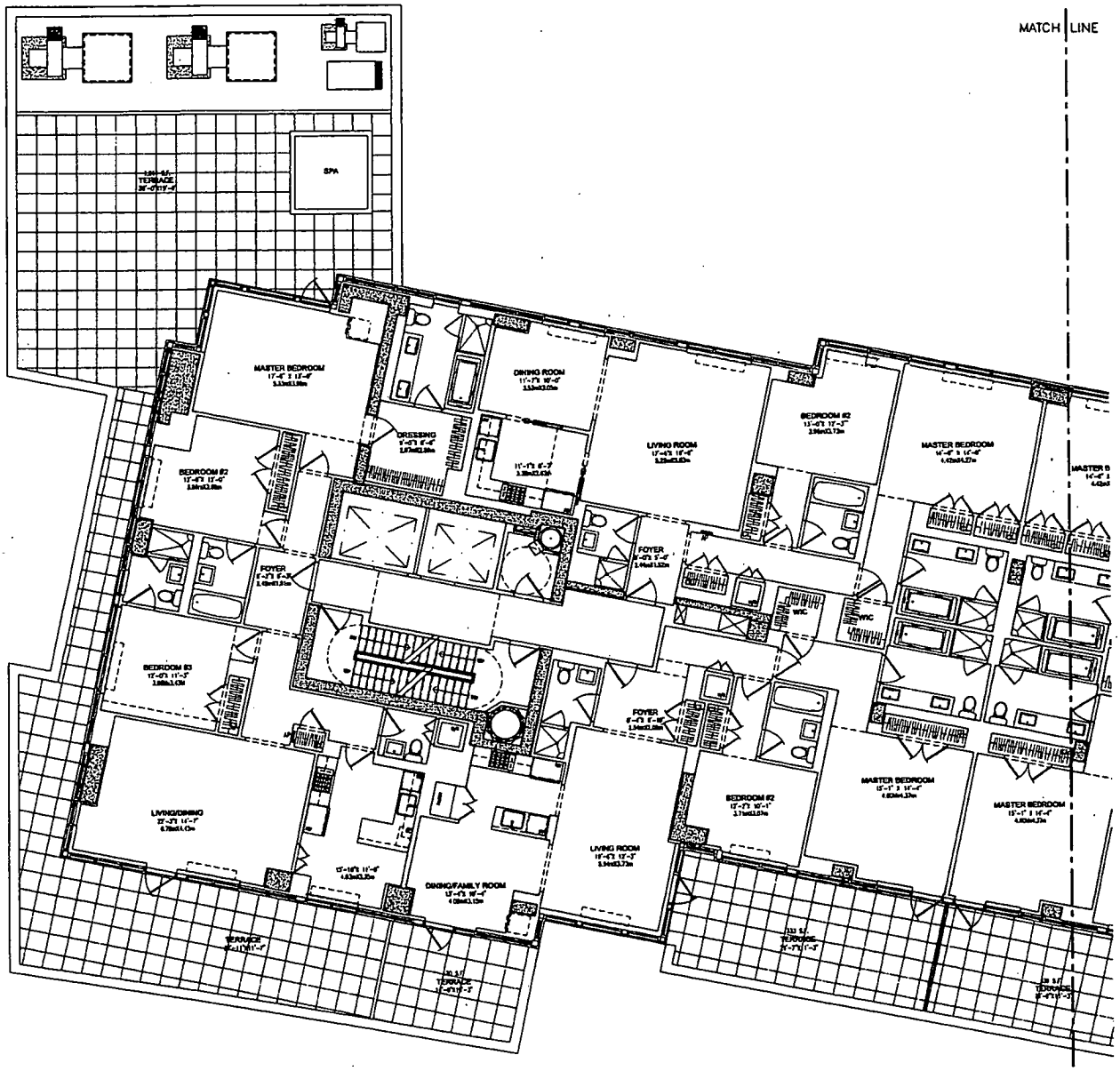
I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5587

Title

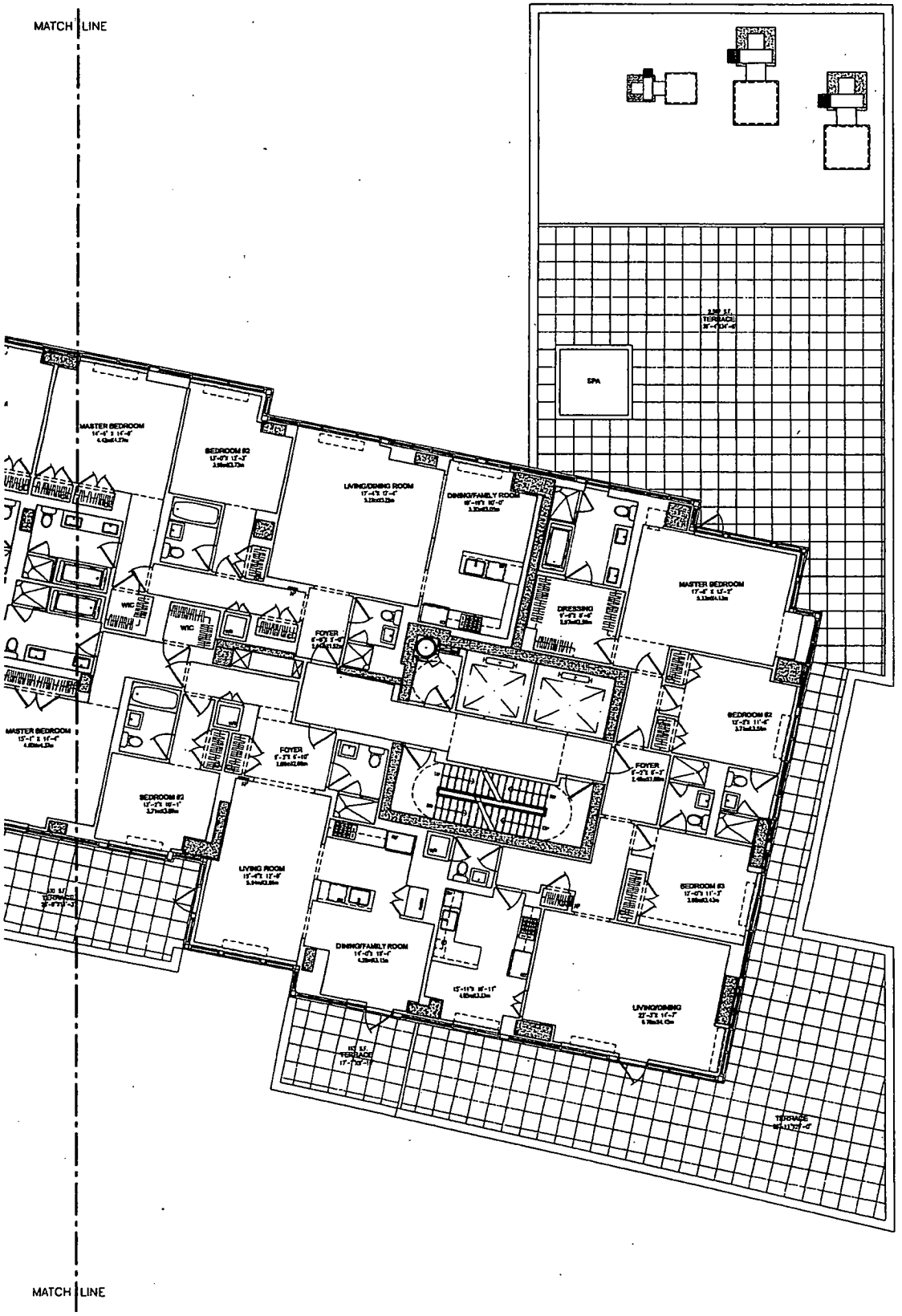
8TH-14TH FLOOR PLAN
(9TH-16TH MARKETING)

Scale	Drawing No.
AS NOTED	AG-11
Date	
Project No. 05A13	

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1 15TH FLOOR PLAN
SCALE: N.T.S.



NOTES

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BUILDING 1
80 RIVERSIDE BOULEVARD

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15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5597

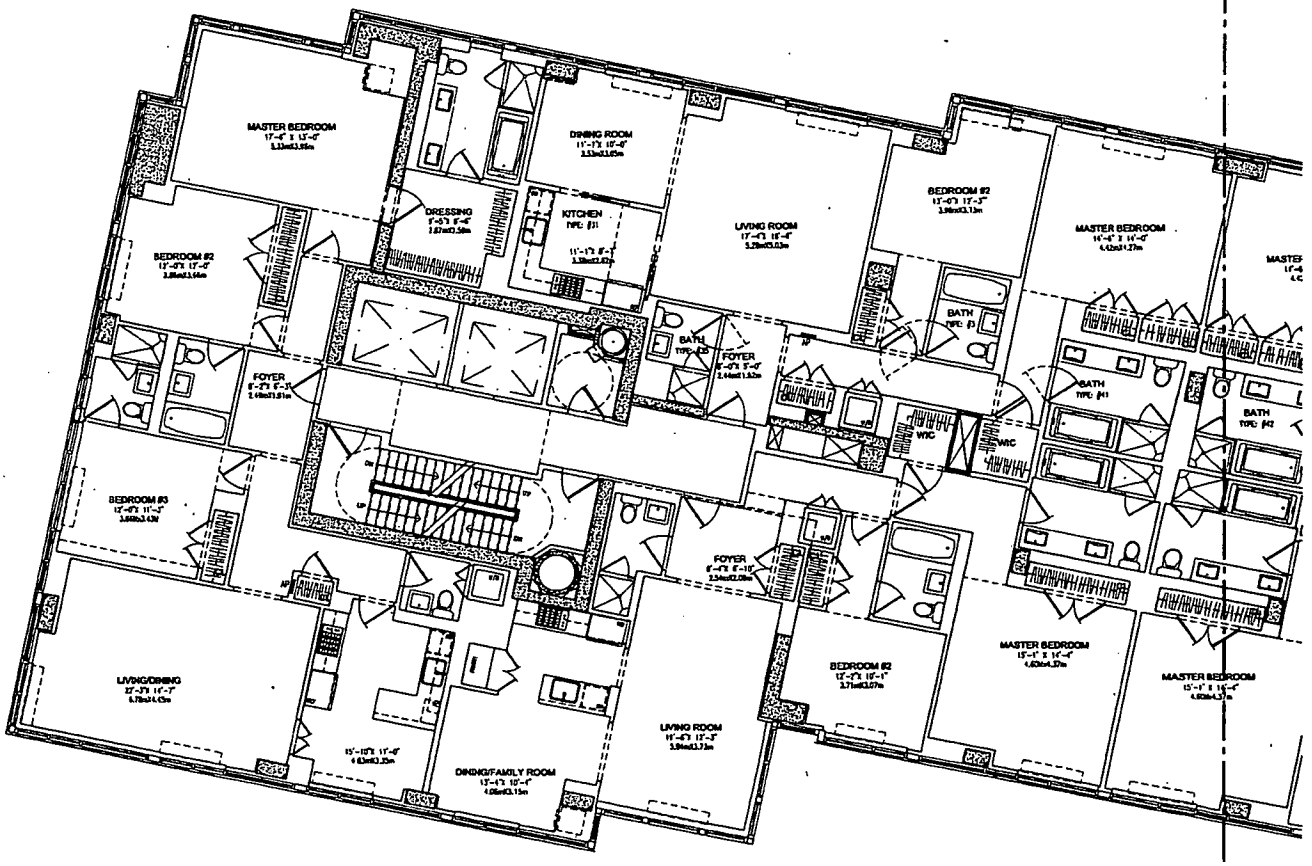
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15TH FLOOR PLAN
(17TH FLR. MARKETING)

Scale:	Drawing No.
AS NOTED	AG-12
Date:	
Project No. 05A13	

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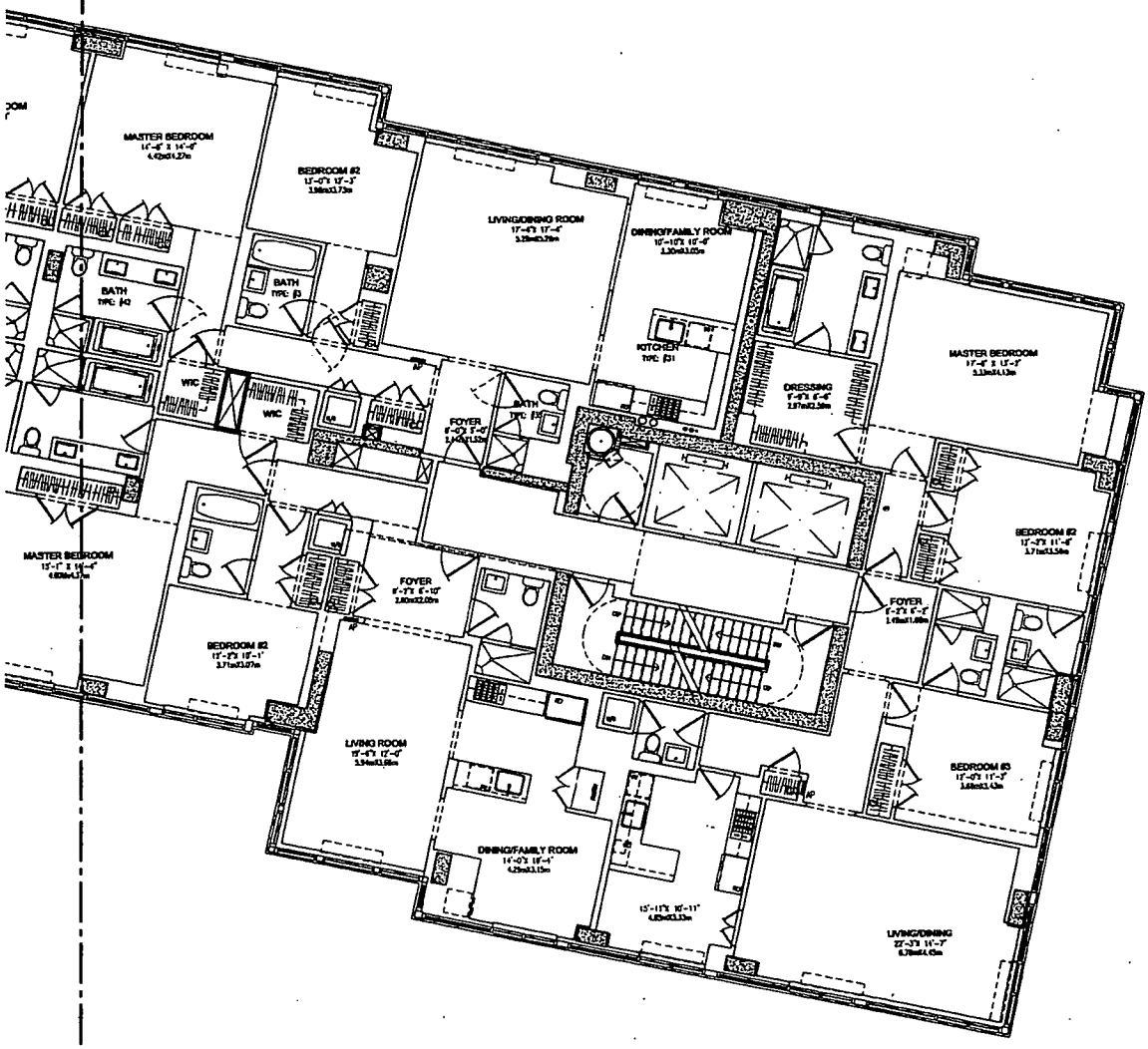


1 16TH FLOOR PLAN

SCALE: N.T.S.

MATCH LINE

MATCH LINE



MATCH LINE

NOTES

No.:	Date:	Revision:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4555 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

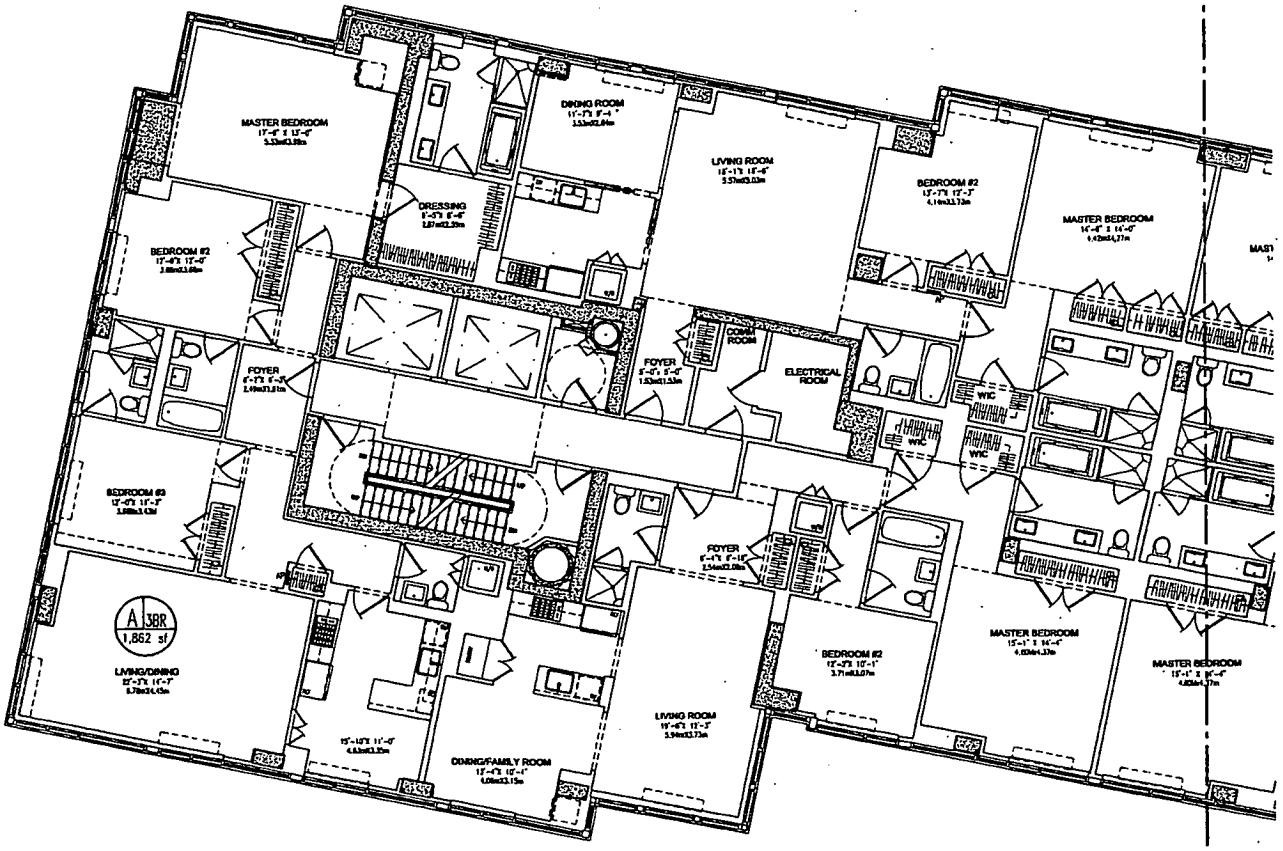
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16TH FLOOR PLAN
(18TH FLR. MARKETING)

Scale	Drawing No.
AS NOTED	AG-13
Date	
Project No. 05A13	

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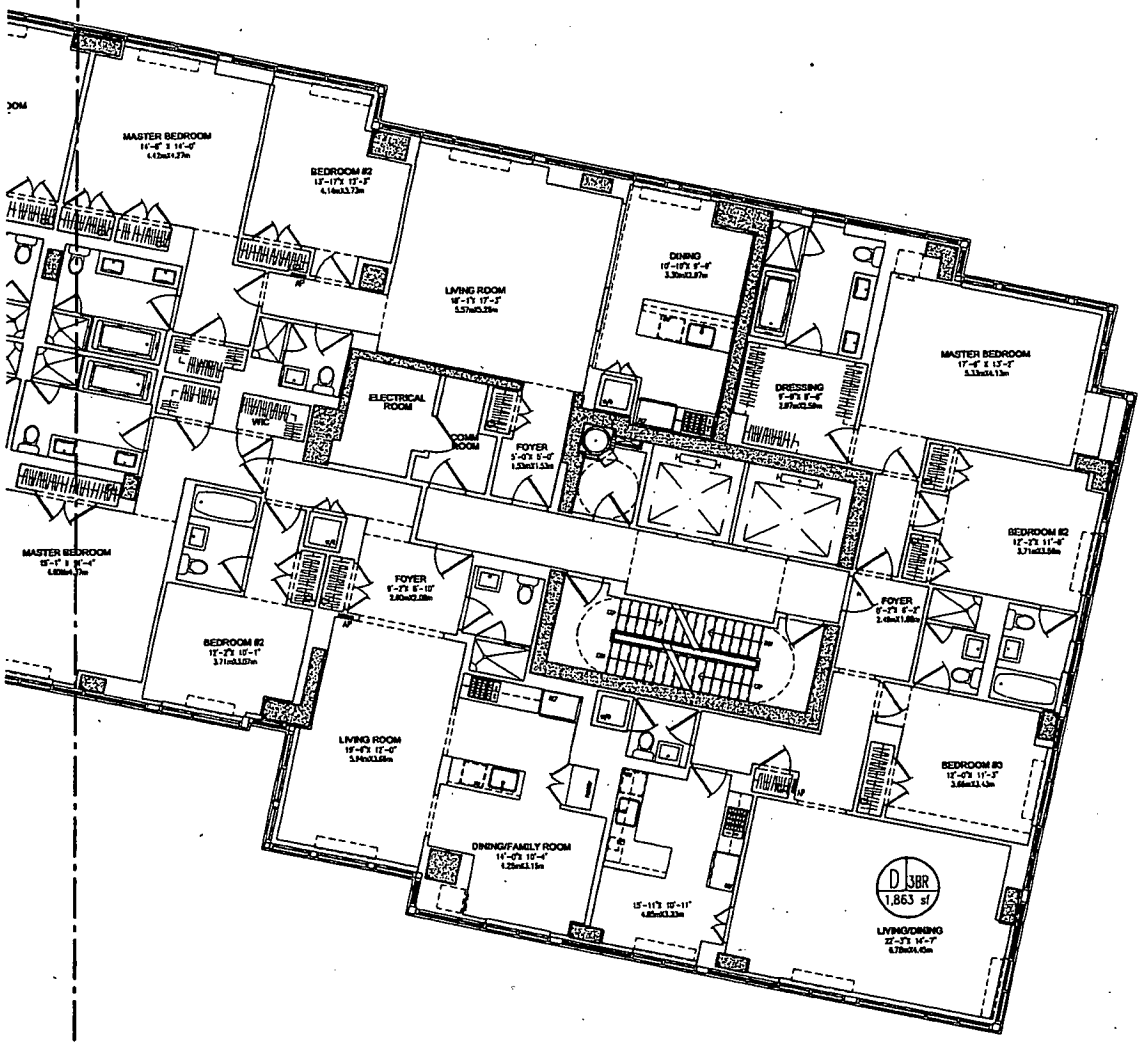
MATCH LINE



1 17TH FLOOR PLAN

MATCH LINE

MATCH LINE



MATCH LINE

NOTES

No.:	Date:	Revision:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4555 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5568 Fax (212) 944-5597

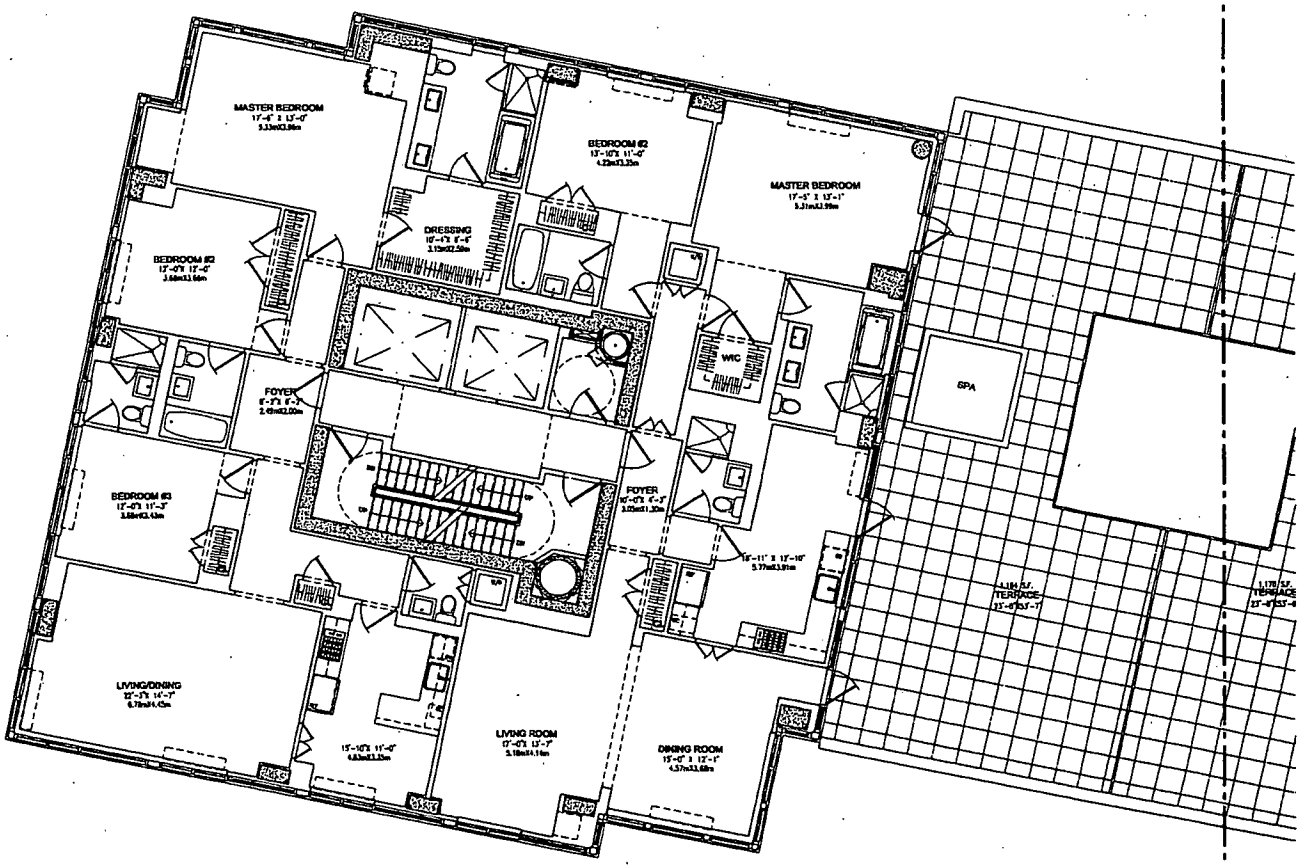
Title

17TH FLOOR PLAN
(19TH FLR. MARKETING)

Scale	Drawing No.
AS NOTED	AG-14
Date	
Project No. 05A13	

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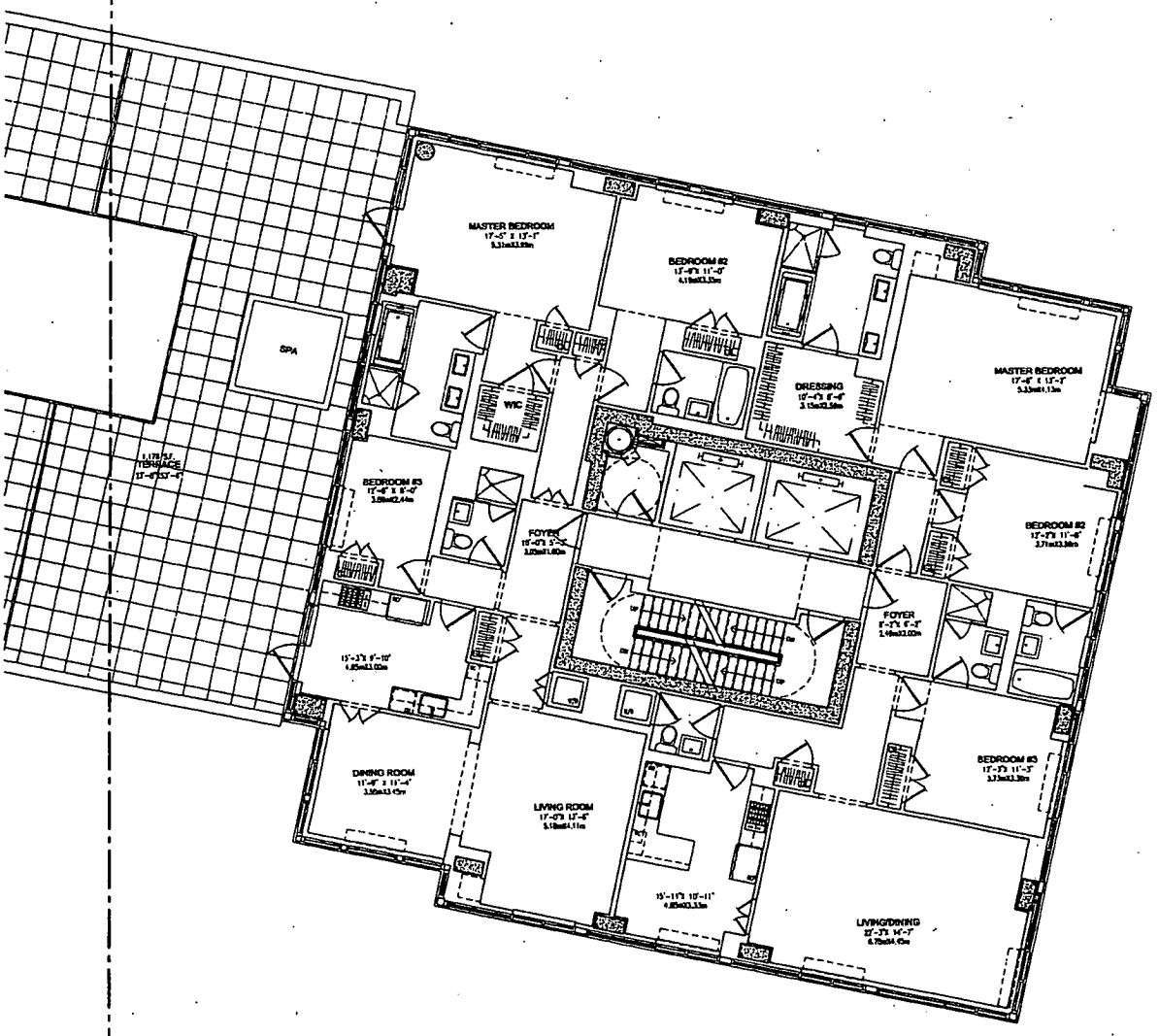


1 18TH FLOOR PLAN

SCALE: N.T.S.

MATCH LINE

MATCH LINE



MATCH LINE

NOTES

No.:	Date:	Revision:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4656 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9688 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

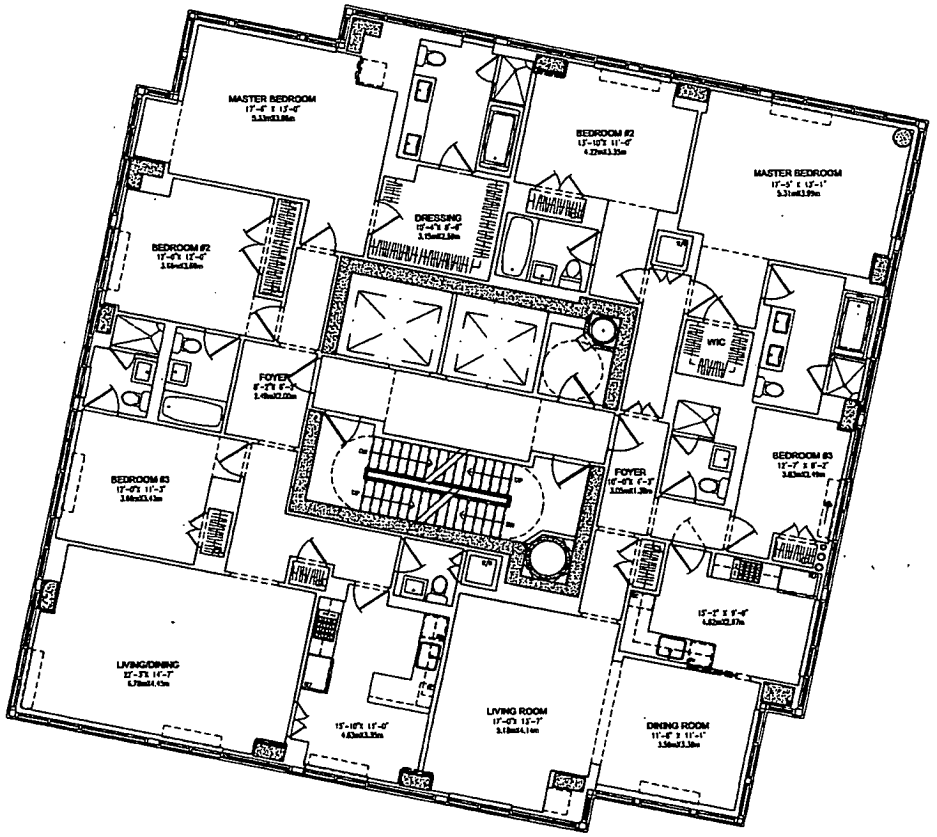
Title

18TH FLOOR PLAN
(20TH FLR. MARKETING)

Scale	Drawing No.
AS NOTED	AG-15
Date	
Project No. 05A13	

File H:\04403_Riverside\Arch\1_Dwgs\101_Ch0c

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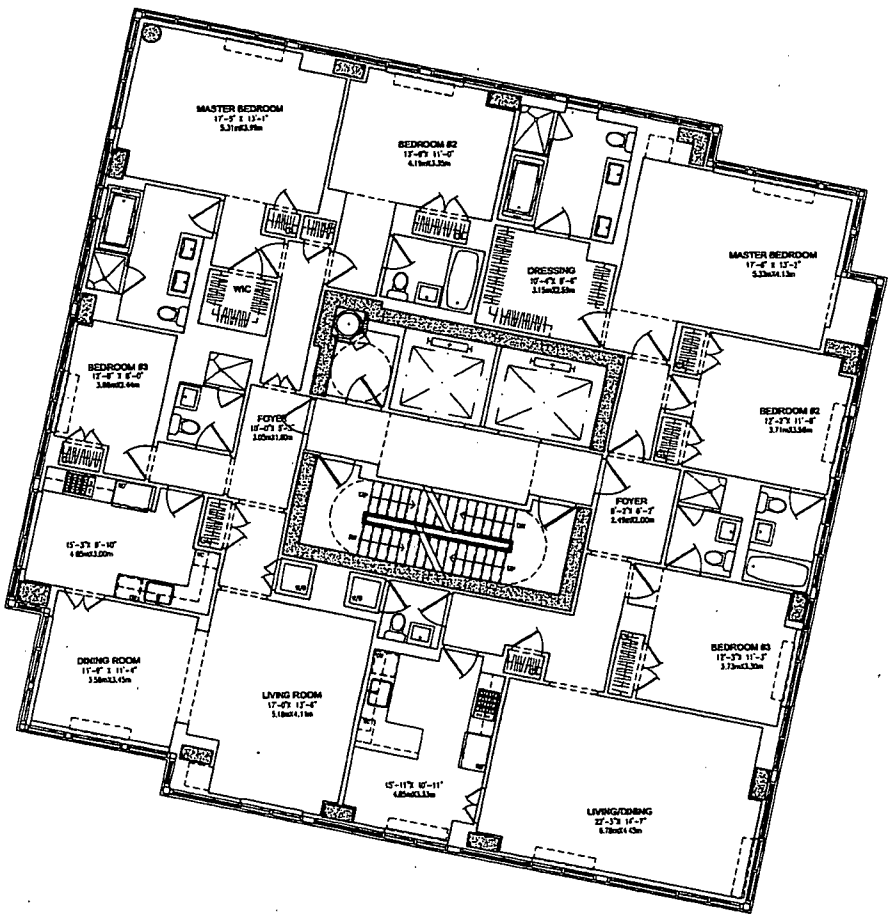


1 19TH THRU 36TH FLOOR PLAN

SCALE: N.T.S.

MATCH LINE

MATCH LINE



MATCH LINE

NOTES

No.:	Date:	Revision:

CRP/EXTELL PARCEL 1 LP
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4555 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-9888 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
16 West 46th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

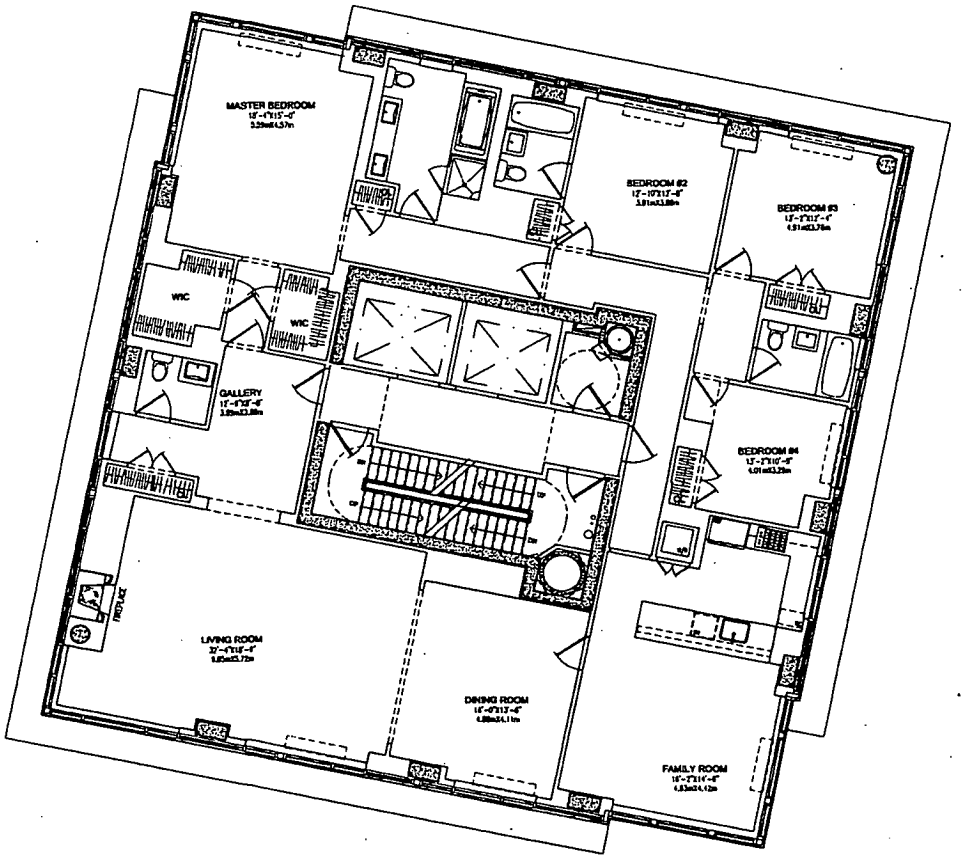
Title

19TH–36TH FLOOR PLAN
(21ST–38TH MARKETING)

Scale	Drawing No.
AS NOTED	AG-16
Date	
Project No. 05A13	

File H:\04403_Riverside4\Arch\1_Dwgs\101_Dr0c

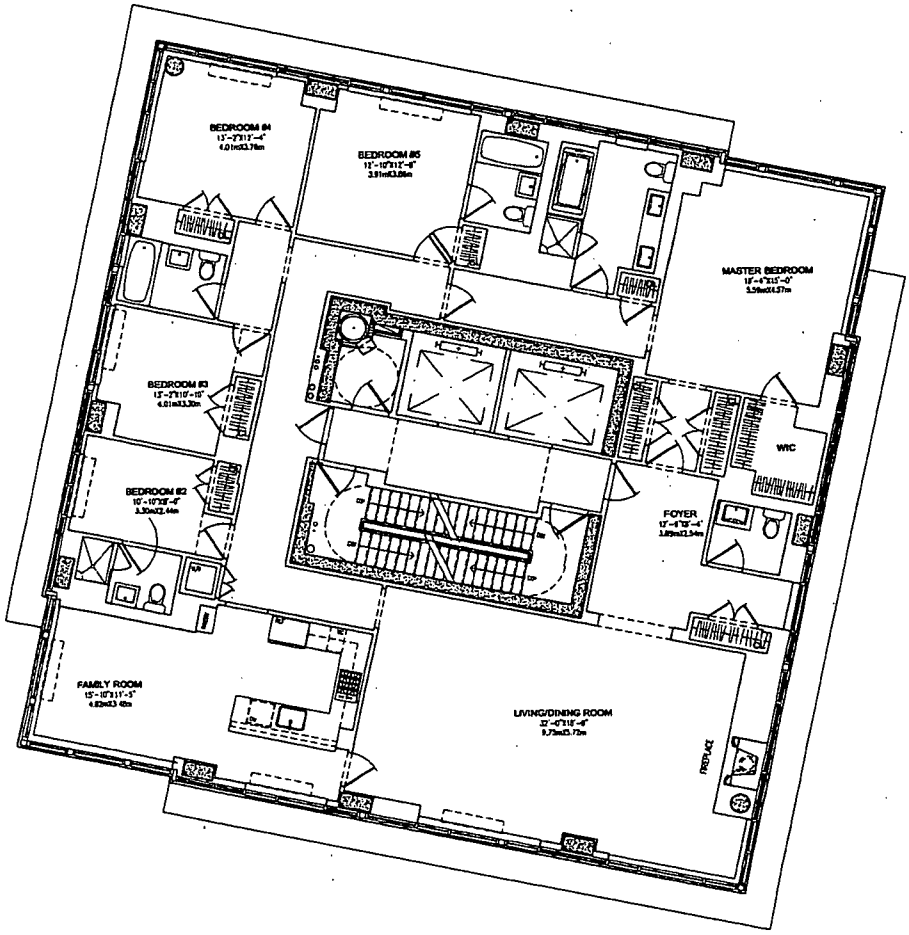
MATCH LINE



1 37TH THRU 41ST FLOOR PLAN

MATCH LINE

MATCH LINE



MATCH LINE

NOTES

No.:	Date:	Revision:

CRP/EXTELL PARCEL 1 LP
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

EXTELL DEVELOPMENT COMPANY
800 3rd Avenue, New York, N.Y. 10022
Tel (212) 712-6008 Fax (212) 712-6107

BUILDING 1
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4655 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 687-8888 Fax (646) 487-5501

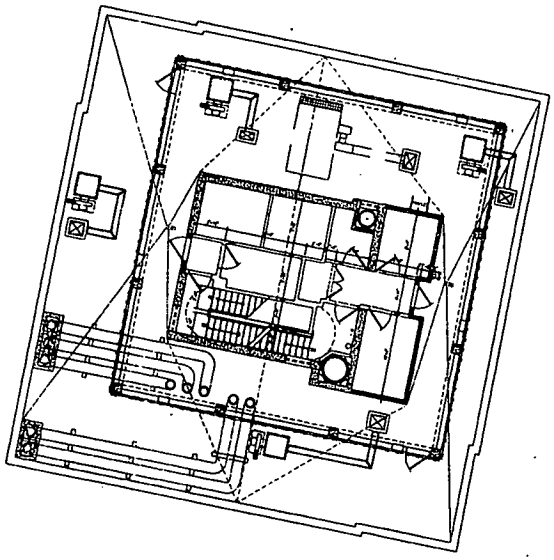
I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5566 Fax (212) 944-5597

Title

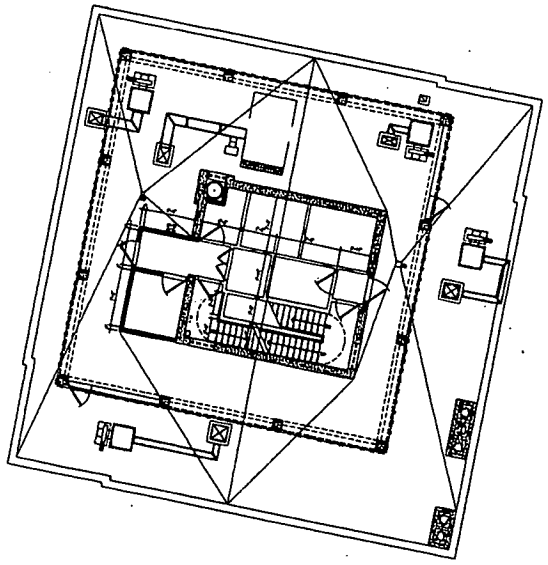
37TH-41ST FLOOR PLAN
(PH#1-PH#5 MARKETING)

Scale	Drawing No.
AS NOTED	AG-17
Date	
Project No. 05A13	

File: H:\04A03_80riverside\Arch\1_Dwgs\101_DnDc



1 ROOF PLAN @ NORTH TOWER



2 ROOF PLAN @ SOUTH TOWER

NOTES

No.	Date	Revision

CRP/EXTELL PARCEL F LP
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 713-6000 Fax (212) 713-6107

EXTELL DEVELOPMENT COMPANY
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 713-6000 Fax (212) 713-6107

BUILDING 7
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4855 Fax (212) 725-3441

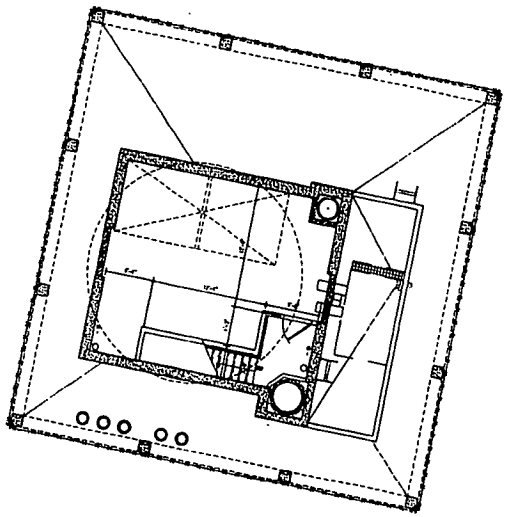
WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
Tel (212) 697-6868 Fax (646) 487-6501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-6000 Fax (212) 944-6507

Title
ROOF PLAN

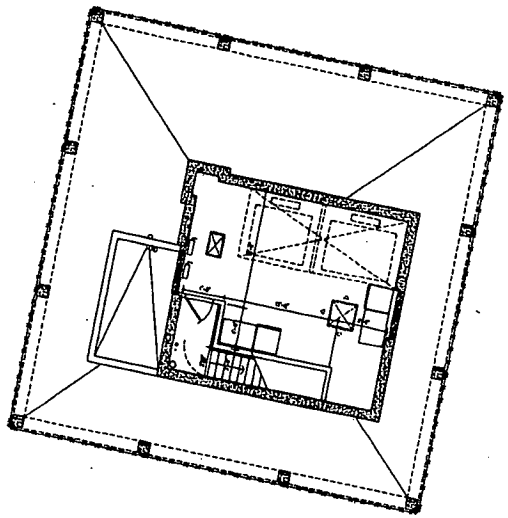
Scale	Drawing No.
AS NOTED	AG-18
Date	
Project No. 05A13	

File: s:\projects_files\05a13\arch\1_Drwg\1_181_G00



SOUTH BUILDING AREA	127 S.F.
NORTH BUILDING AREA	204 S.F.
TOTAL AREA	1,845 S.F.

3 MECHANICAL ROOF PLAN @ NORTH TOWER
SCALE: 1/4" = 1'-0"



4 MECHANICAL ROOF PLAN @ SOUTH TOWER
SCALE: 1/4" = 1'-0"

NOTES

No.	Date:	Revision:

ORP/EXTELL PARCEL 1 LLP
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 713-6008 Fax (212) 713-8107

EXTELL DEVELOPMENT COMPANY
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 713-6008 Fax (212) 713-8107

BUILDING 7
60 RIVERSIDE BOULEVARD

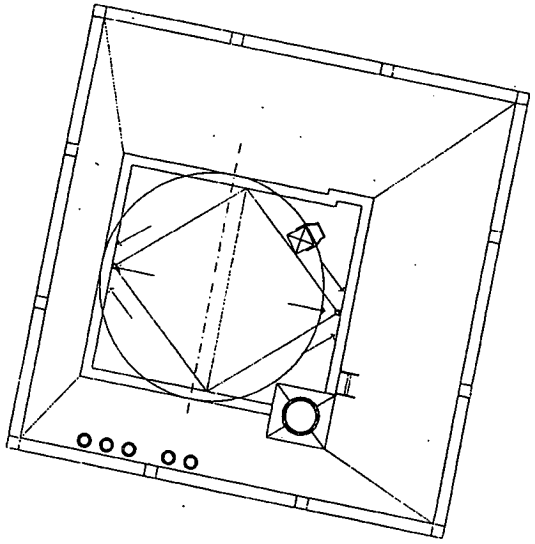
DOBTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4555 Fax (212) 725-3441

WSP CANTOR SEINUK
Structural Engineers
228 East 45th Street, New York, N.Y. 10017
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I.M. ROSSINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-5228 Fax (212) 944-4527

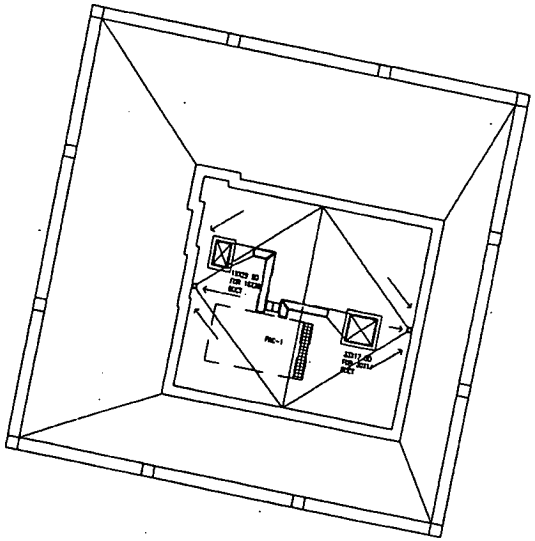
Title
ELEVATOR MACHINE ROOM

Scale	Drawing No.
AS NOTED	AG-19
Date	
Project No. 05A13	



SOUTH BULKHEAD AREA	537 S.F.
NORTH BULKHEAD AREA	535 S.F.
TOTAL AREA	1,063 S.F.

5 BULKHEAD @ NORTH TOWER



6 BULKHEAD @ SOUTH TOWER

NOTES

No.: Date: Revision:

ORP/EXTELL PARCEL 1 LP
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 713-6038 Fax (212) 713-6107

EXTELL DEVELOPMENT COMPANY
600 3rd Avenue, New York, N.Y. 10022
Tel (212) 713-6038 Fax (212) 713-6107

BUILDING 7
80 RIVERSIDE BOULEVARD

COSTAS KONDYLIS & PARTNERS, LLP
ARCHITECTS
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4888 Fax (212) 725-0441

WSP CANTOR SEINUK
Structural Engineers
225 East 45th Street, New York, N.Y. 10017
Tel (212) 697-6868 Fax (646) 487-5501

I.M. ROBBINS
Mechanical Engineers
15 West 44th Street, New York, N.Y. 10036
Tel (212) 944-6586 Fax (212) 944-6587

Title
BULKHEAD

Scale: AS NOTED
Date:
Project No.: 05A13
Drawing No.: AG-20

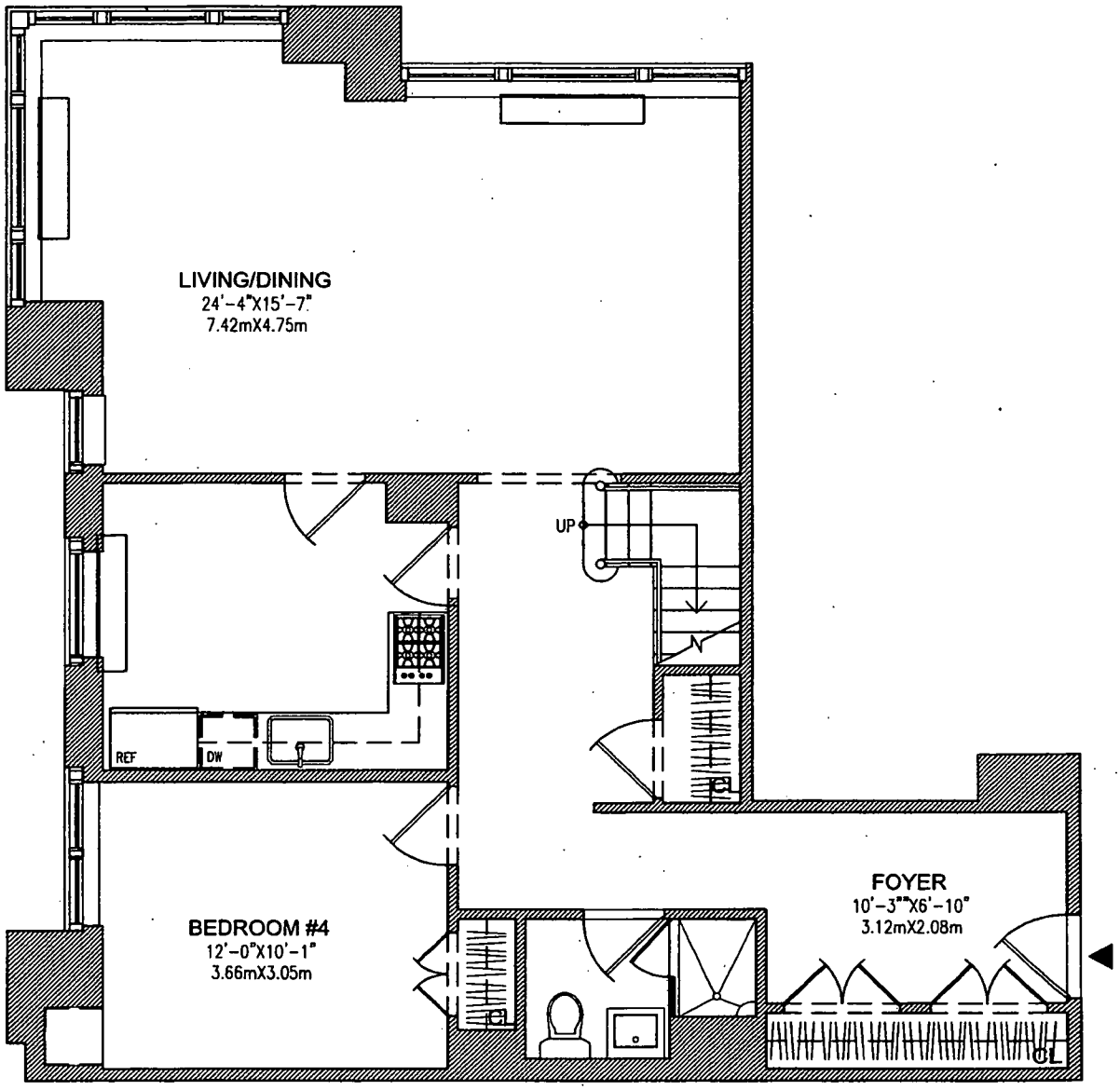
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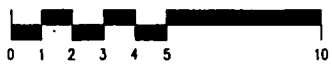
A
RESIDENCE

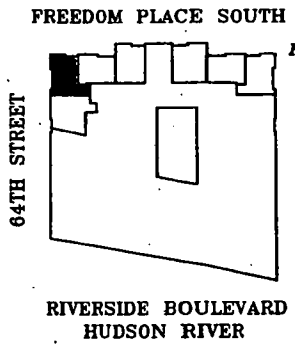
GROUND FLOOR

4 BEDROOMS
4 BATHS
UTILITY ROOM
EAT IN KITCHEN

THE RUSHMORE







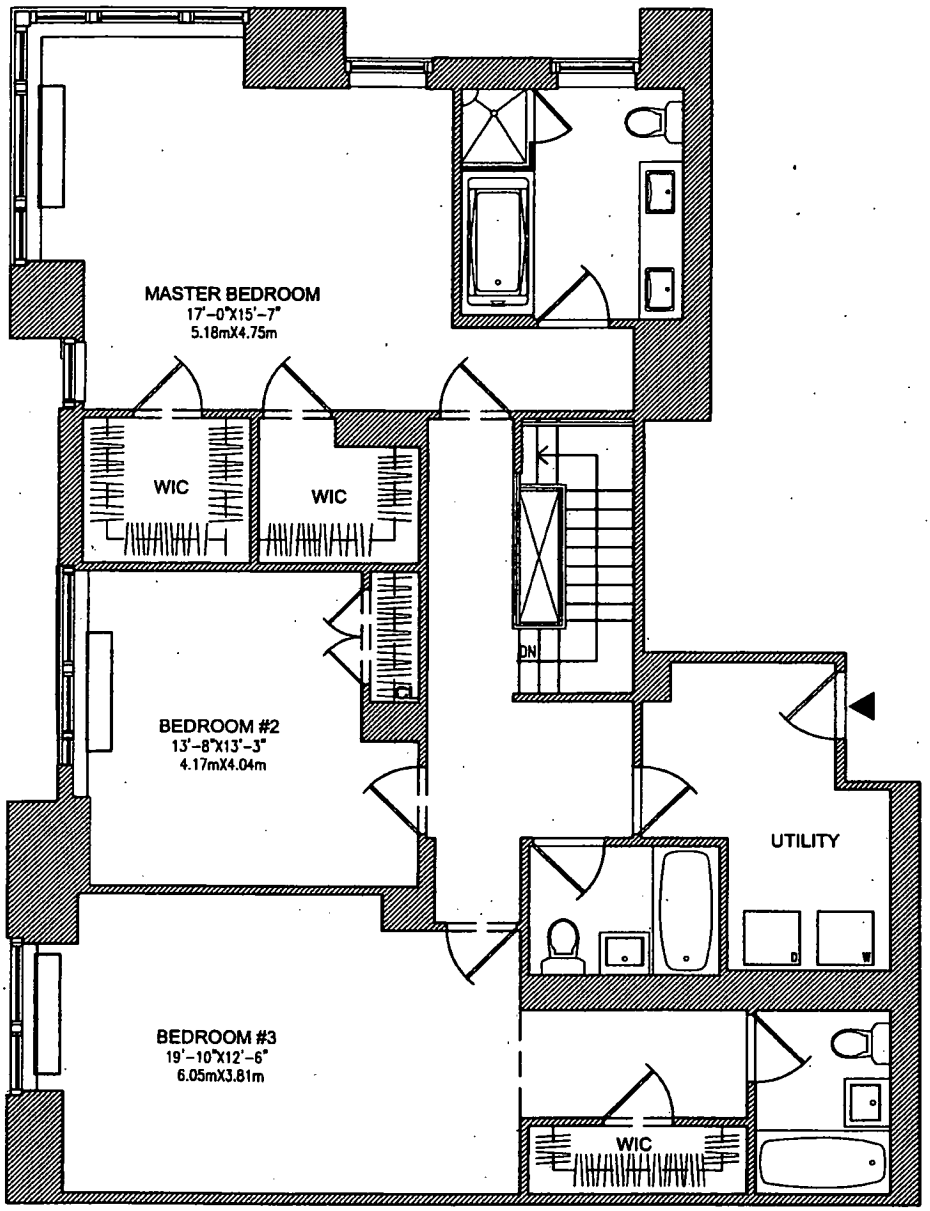
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

A
RESIDENCE

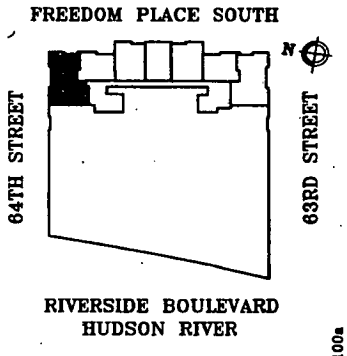
MEZZANINE LEVEL

4 BEDROOMS
4 BATHS
UTILITY ROOM

THE RUSHMORE



0 1 2 3 4 5 10



All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

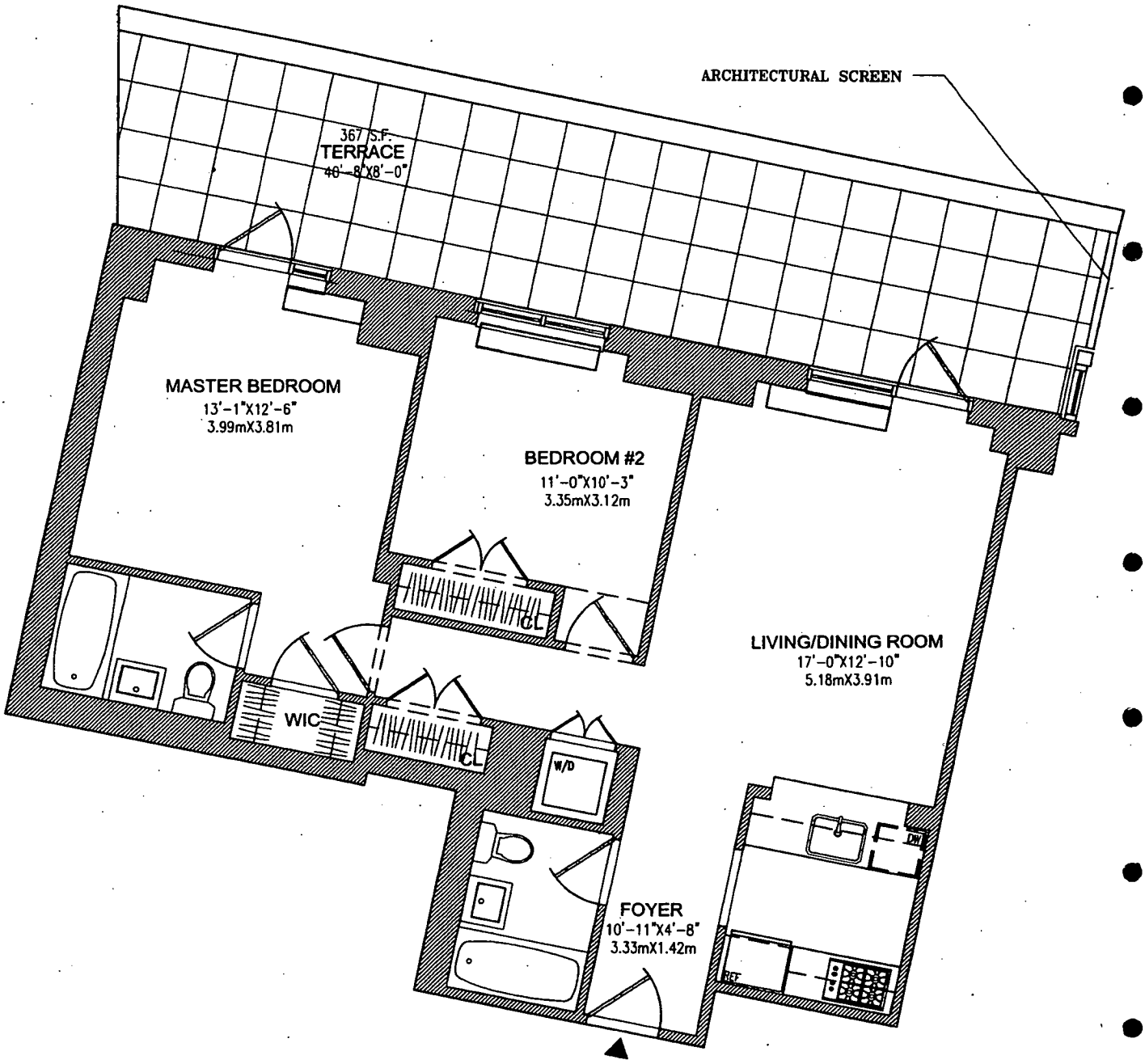
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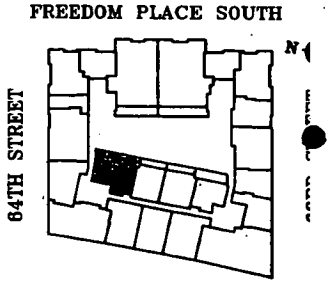
RESIDENCE A

3RD FLOOR

2 BEDROOMS
2 BATHS
TERRACE

THE RUSHMORE





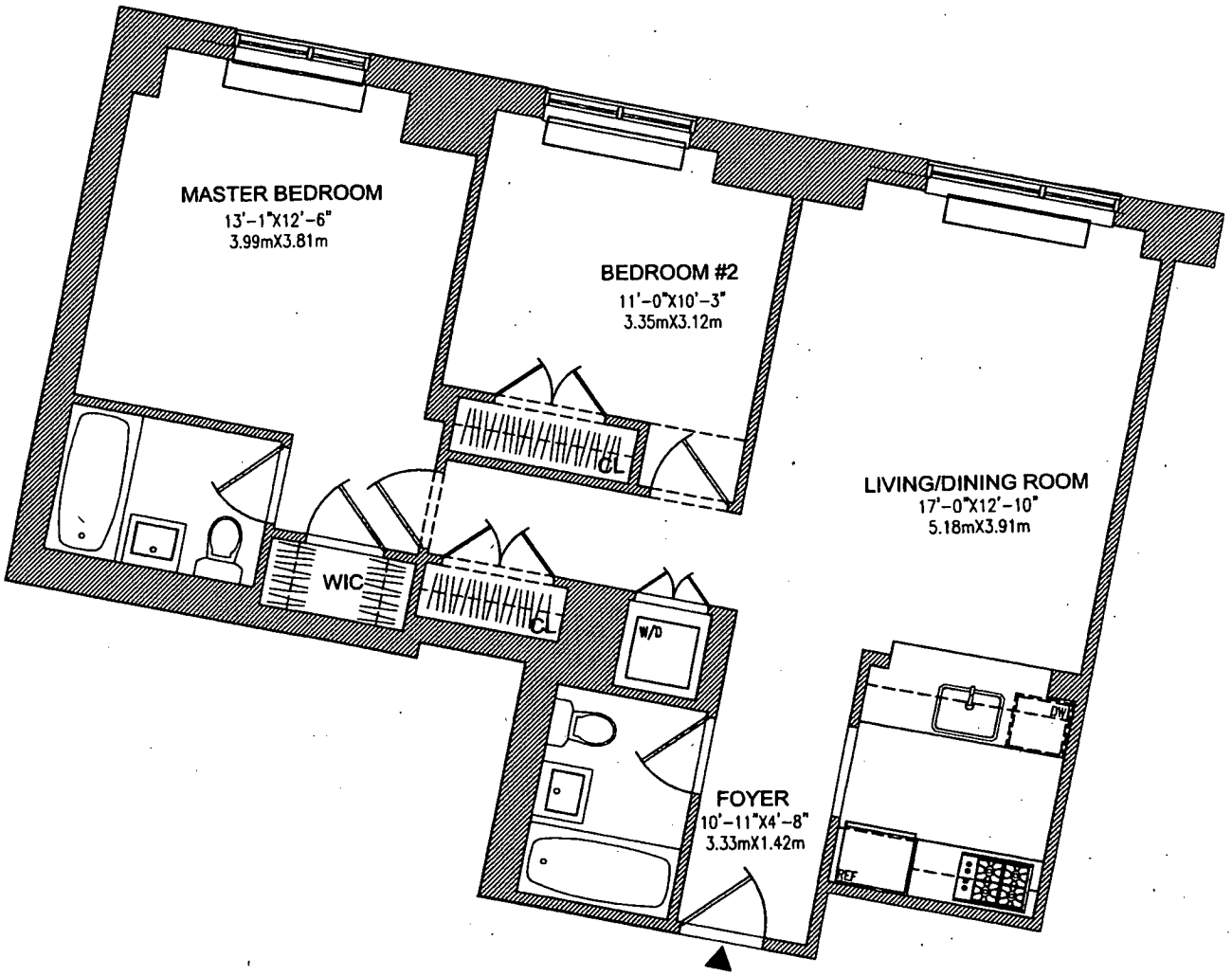
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

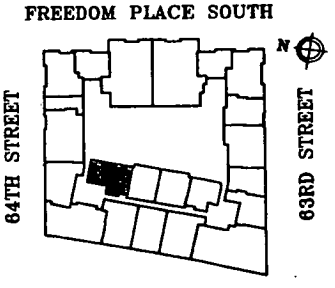
A
RESIDENCE

4TH THRU 15TH FLOOR

2 BEDROOMS
2 BATHS

THE RUSHMORE





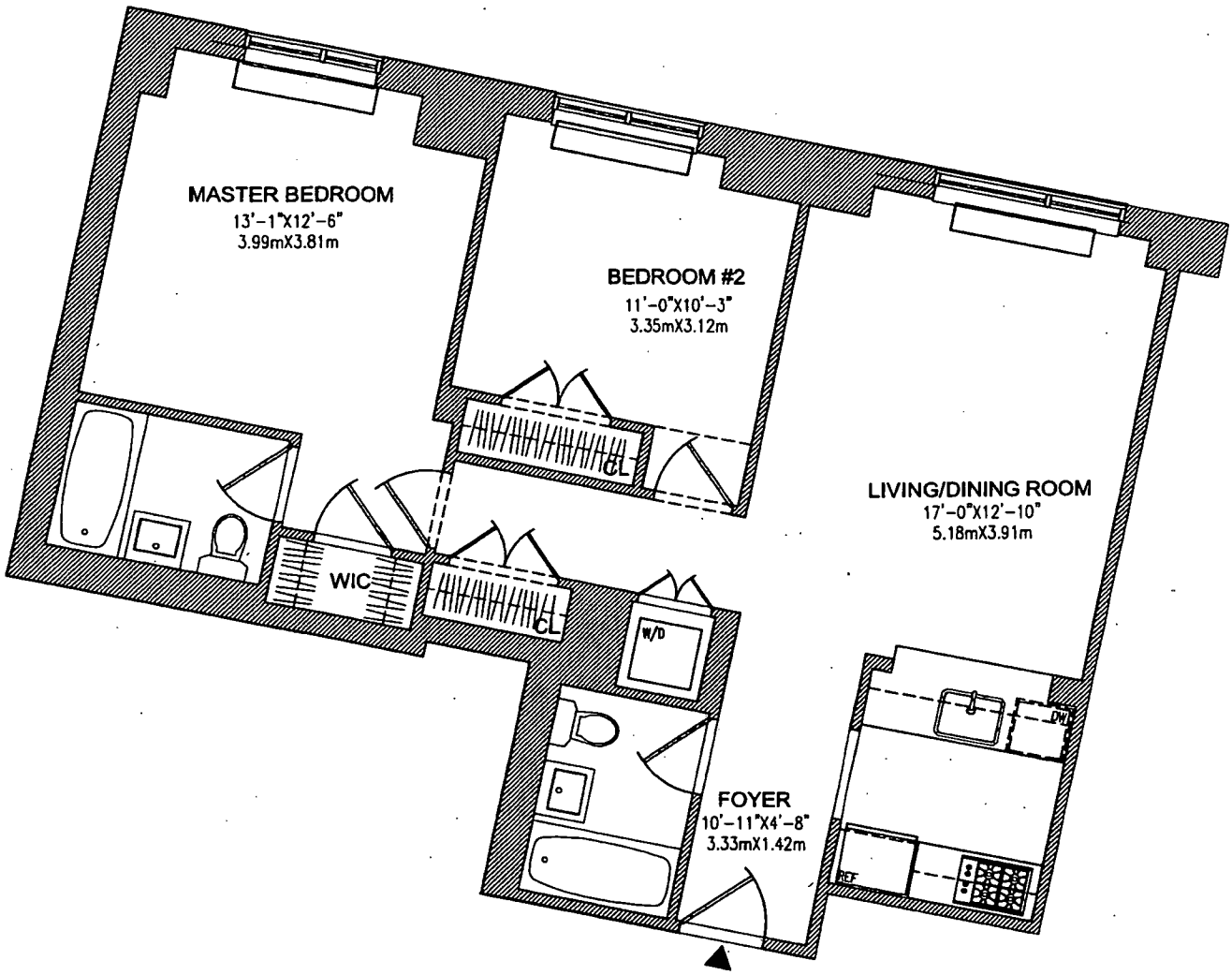
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

A
RESIDENCE

16TH FLOOR

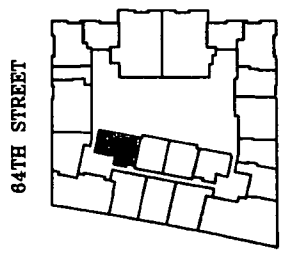
2 BEDROOMS
2 BATHS

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

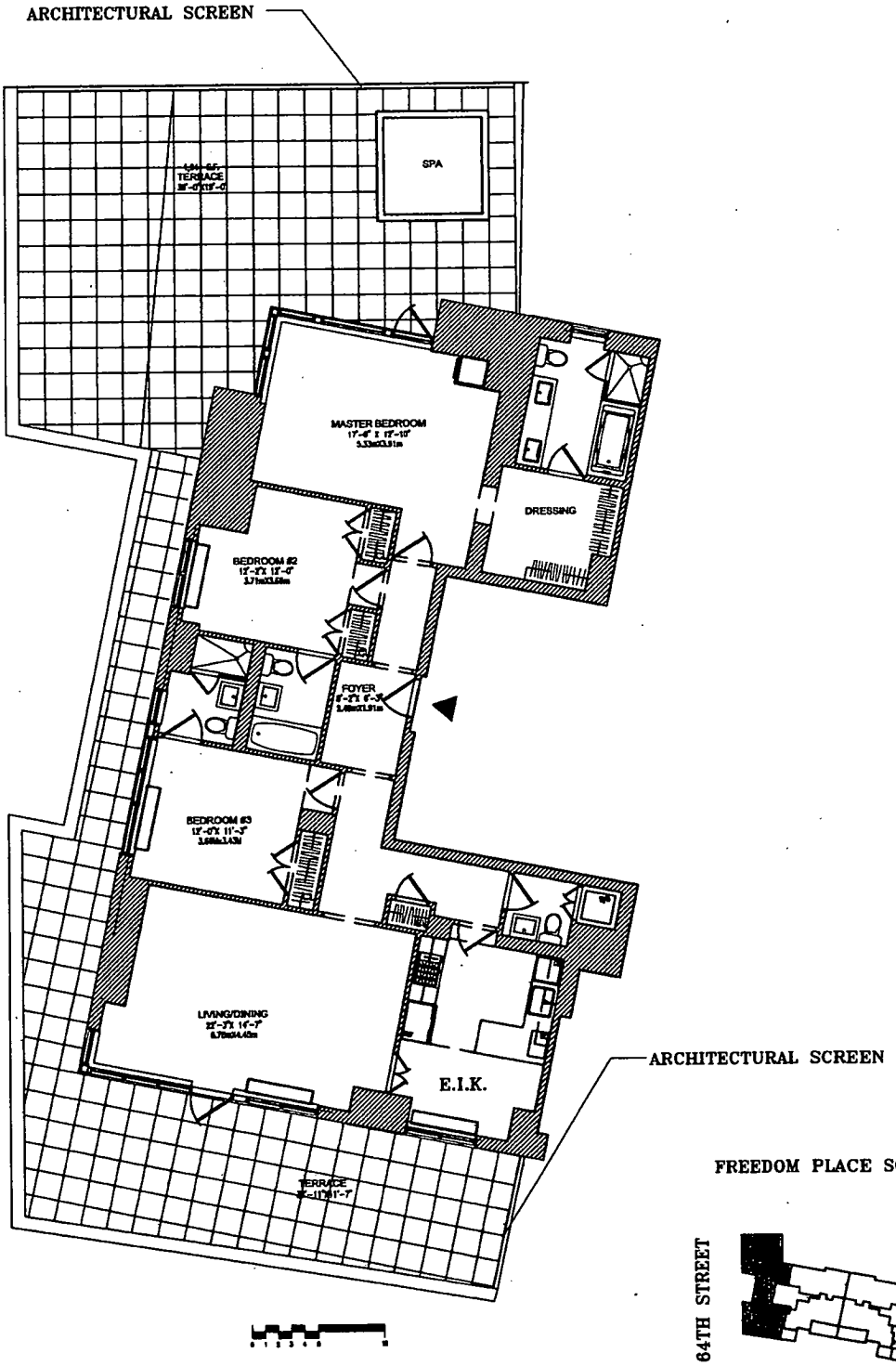
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

A
RESIDENCE

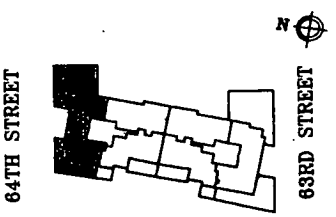
17TH FLOOR

3 BEDROOMS
3.5 BATHS
(2) TERRACES
EAT IN KITCHEN

THE RUSHMORE



FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

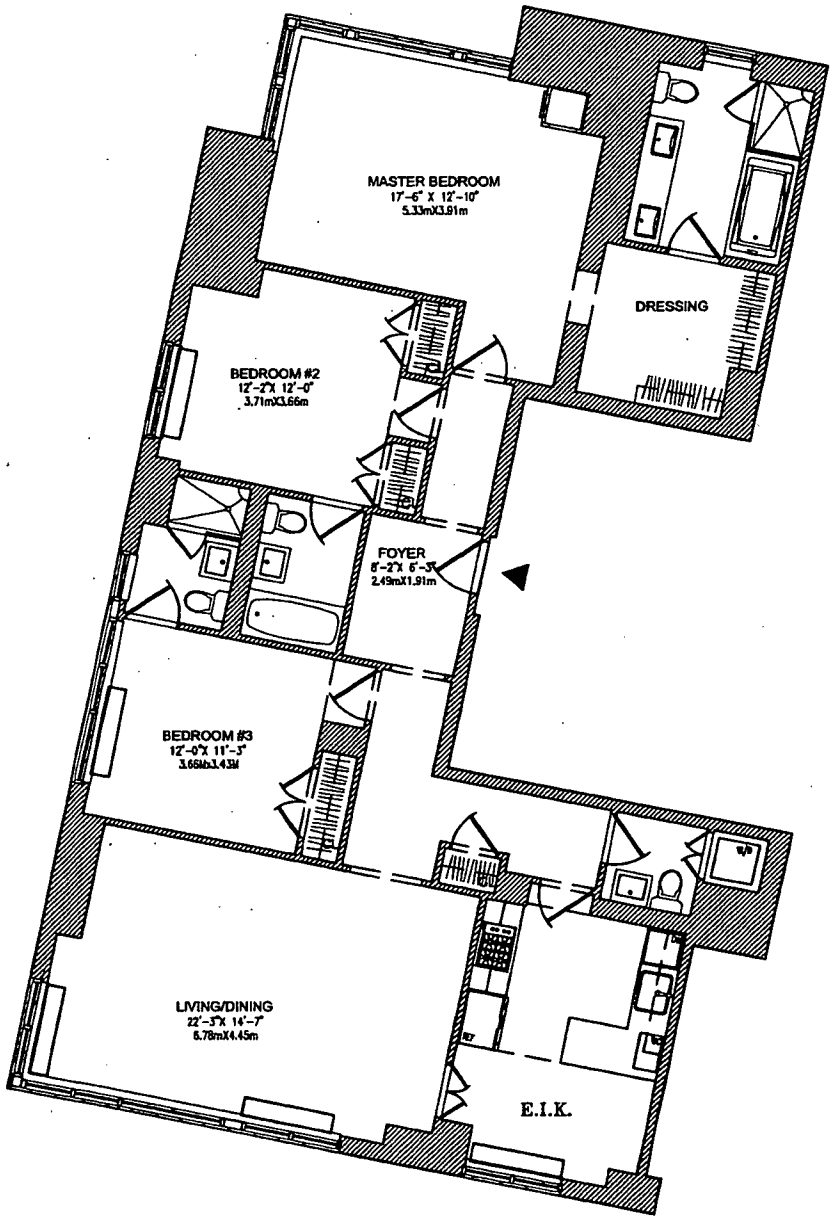
104

A
RESIDENCE

18TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE

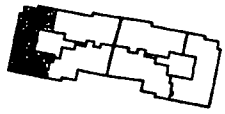




FREEDOM PLACE SOUTH

N

64TH STREET



RIVERSIDE BOULEVARD
HUDSON RIVER

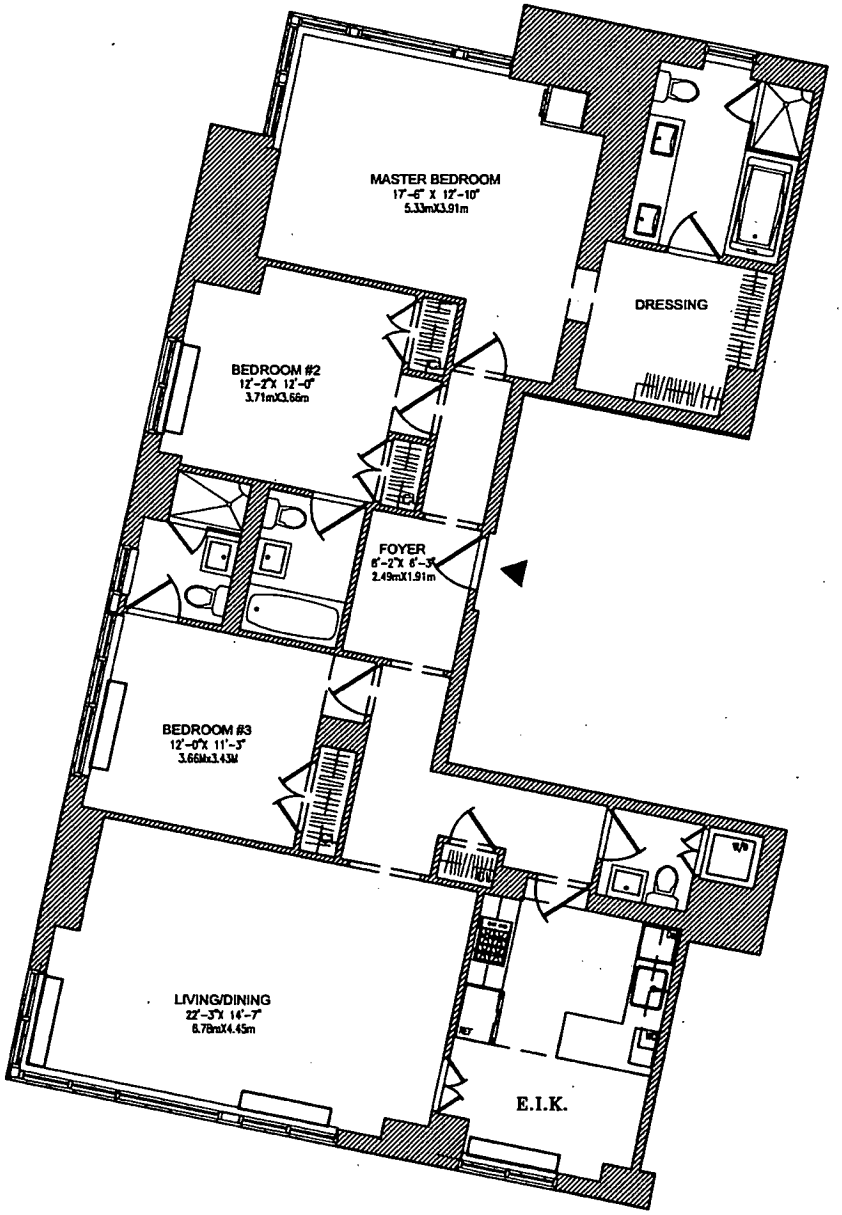
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

A
RESIDENCE

19TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

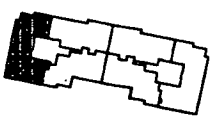
THE RUSHMORE



FREEDOM PLACE SOUTH

N

64TH STREET



63RD STREET

RIVERSIDE BOULEVARD
HUDSON RIVER

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

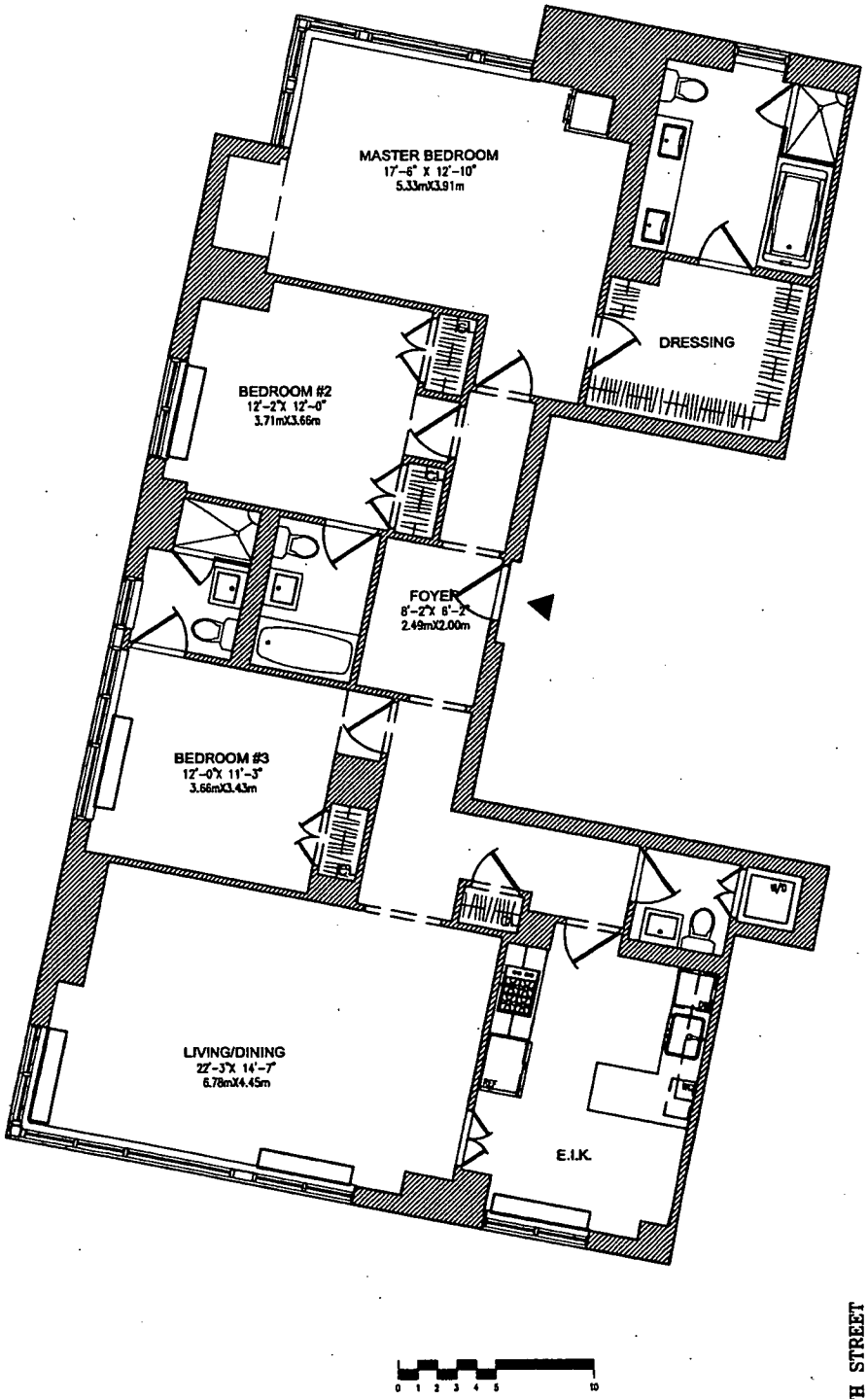
105a

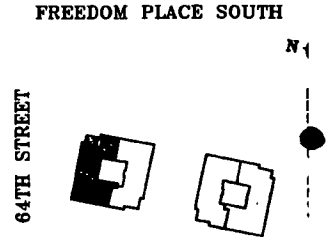
A
RESIDENCE

20TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





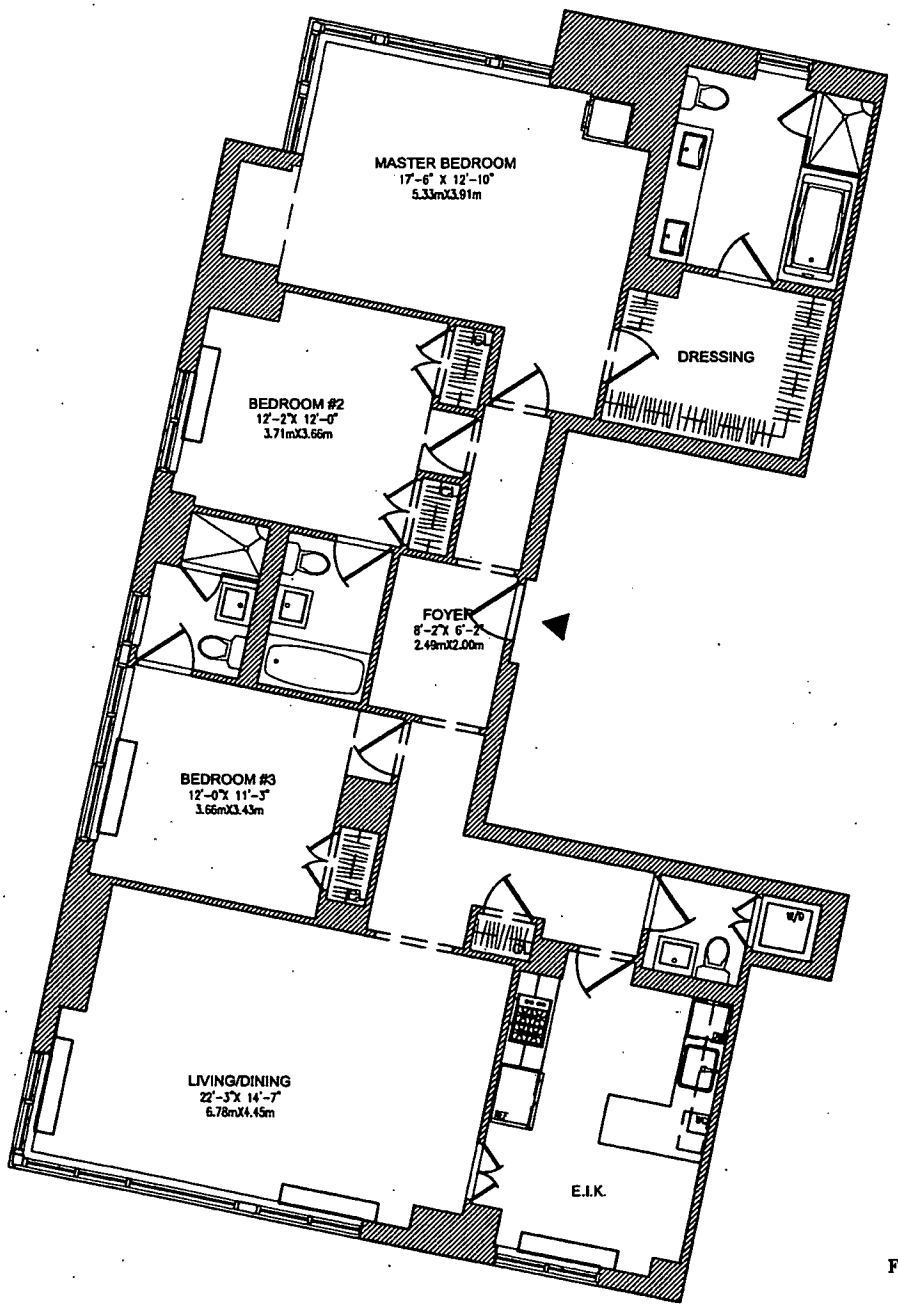
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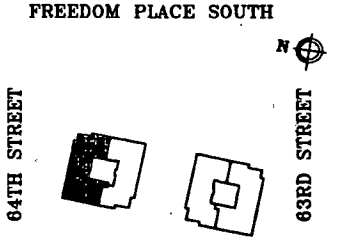
A
RESIDENCE

21ST THRU 38TH FLR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





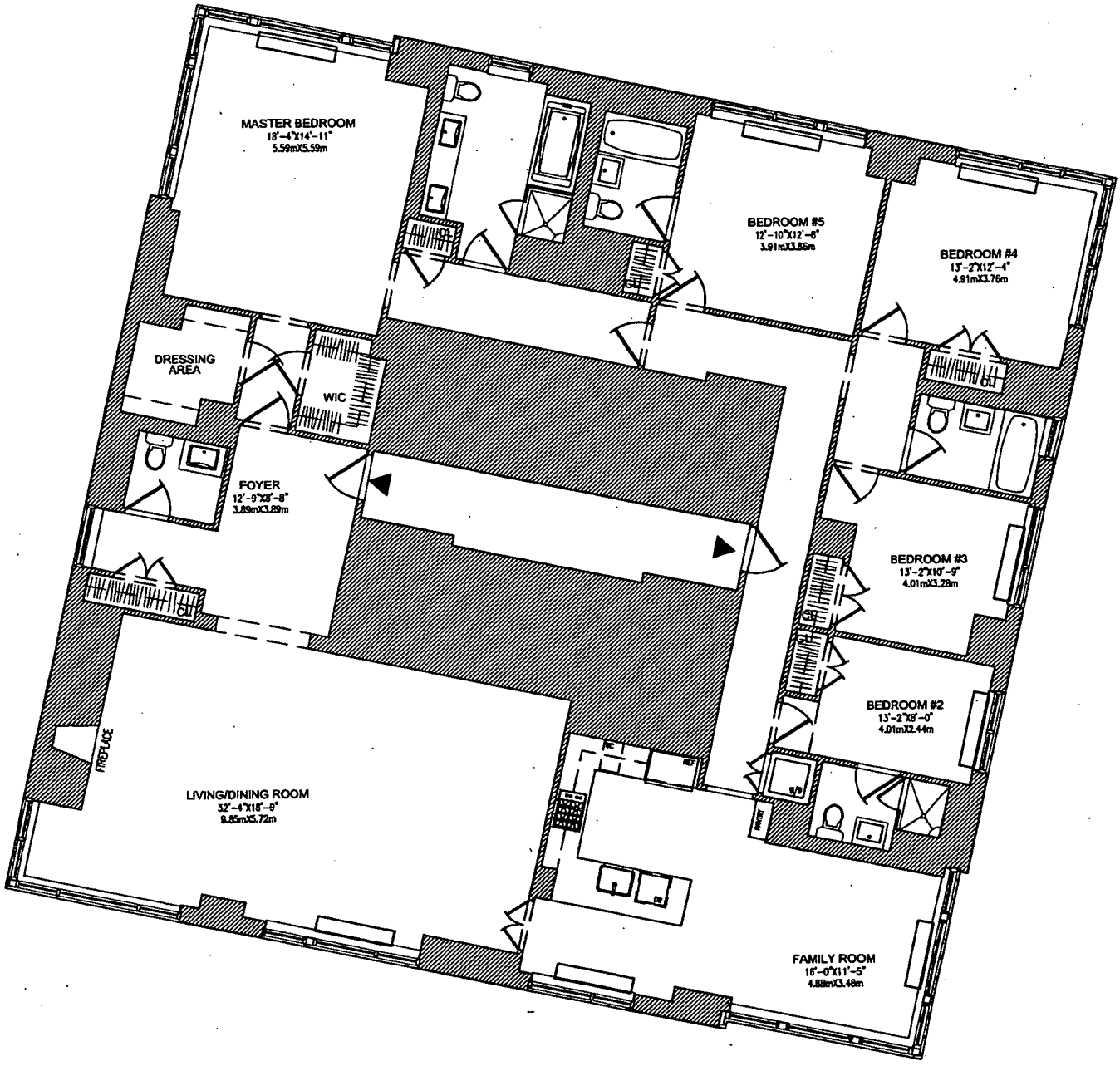
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

A
RESIDENCE

PH#1 THRU PH#5

5 BEDROOMS
4.5 BATHS
FIREPLACE
FAMILY ROOM

THE RUSHMORE



FREEDOM PLACE SOUTH

N

64TH STREET

RIVERSIDE BOULEVARD
HUDSON RIVER

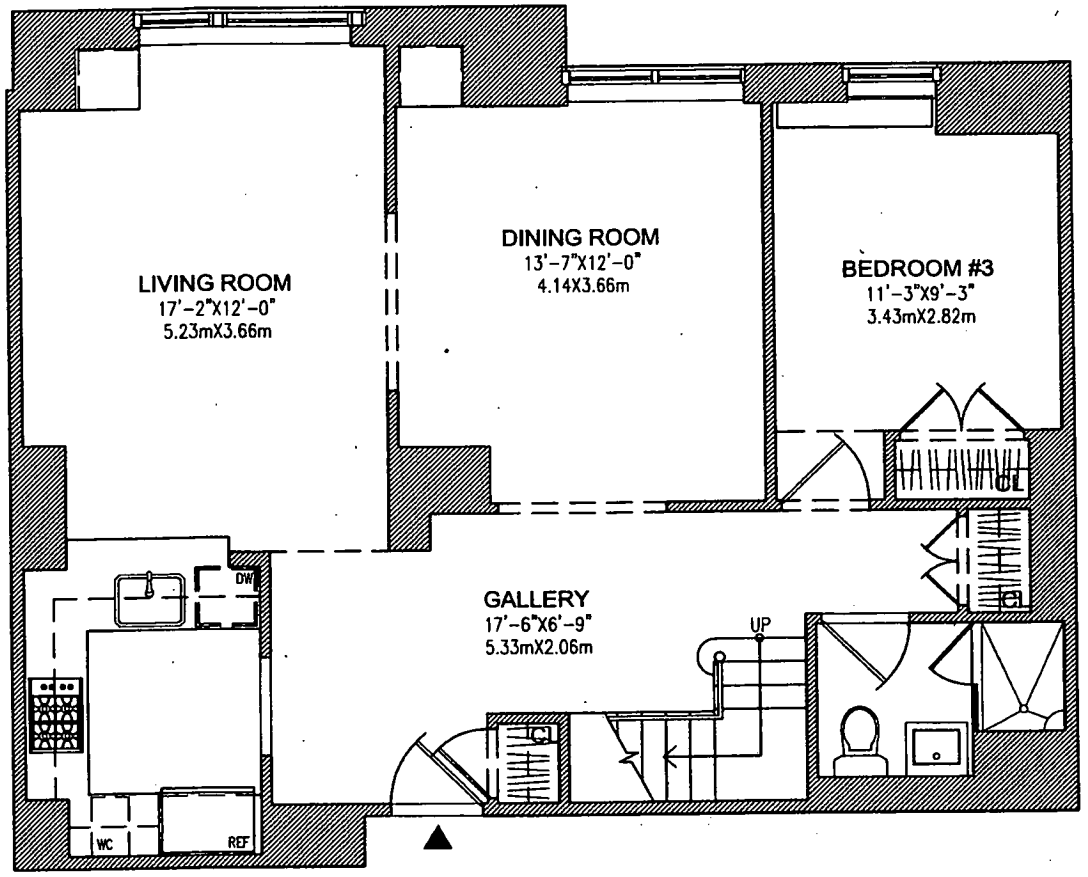
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B RESIDENCE

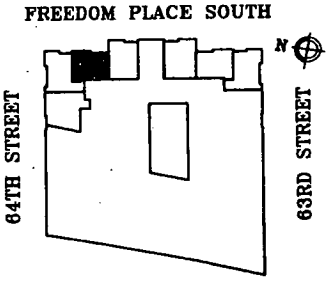
GROUND FLOOR

3 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







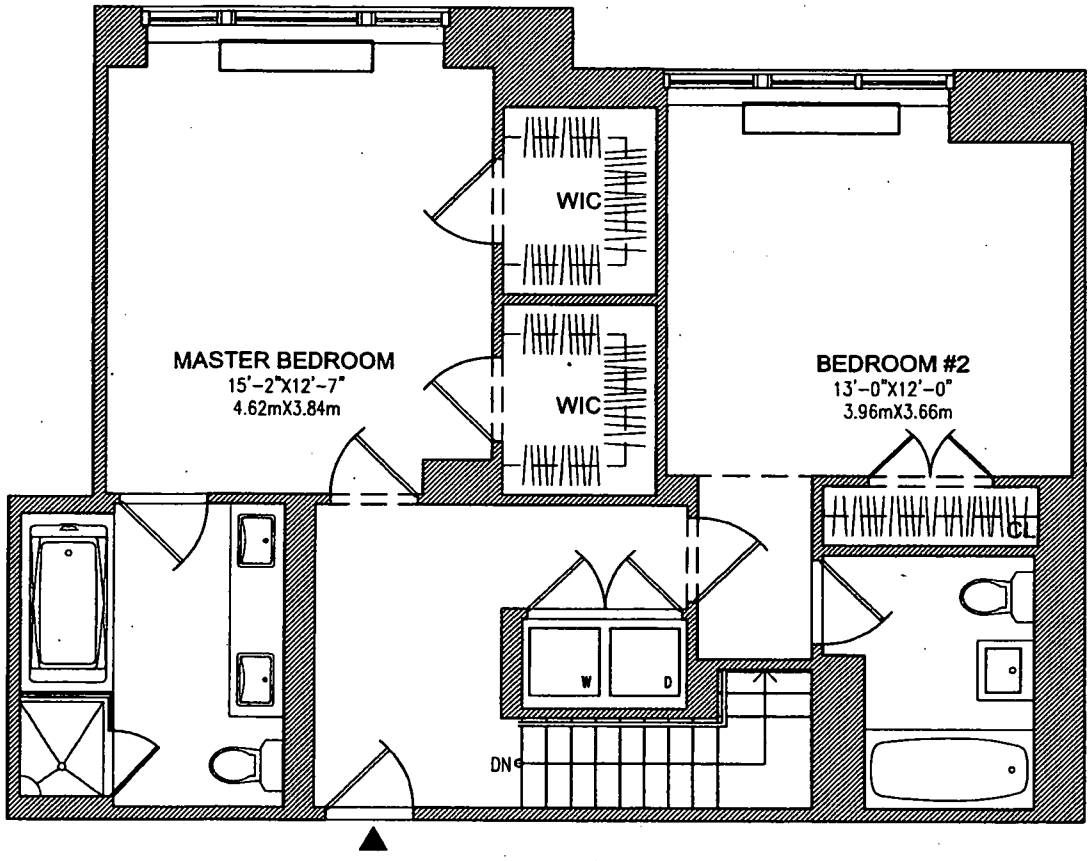
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B
RESIDENCE

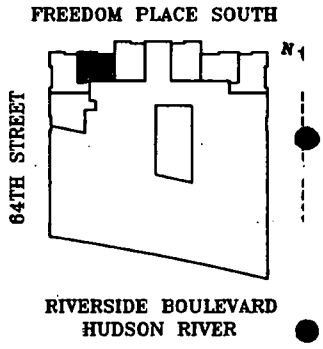
MEZZANINE LEVEL

3 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







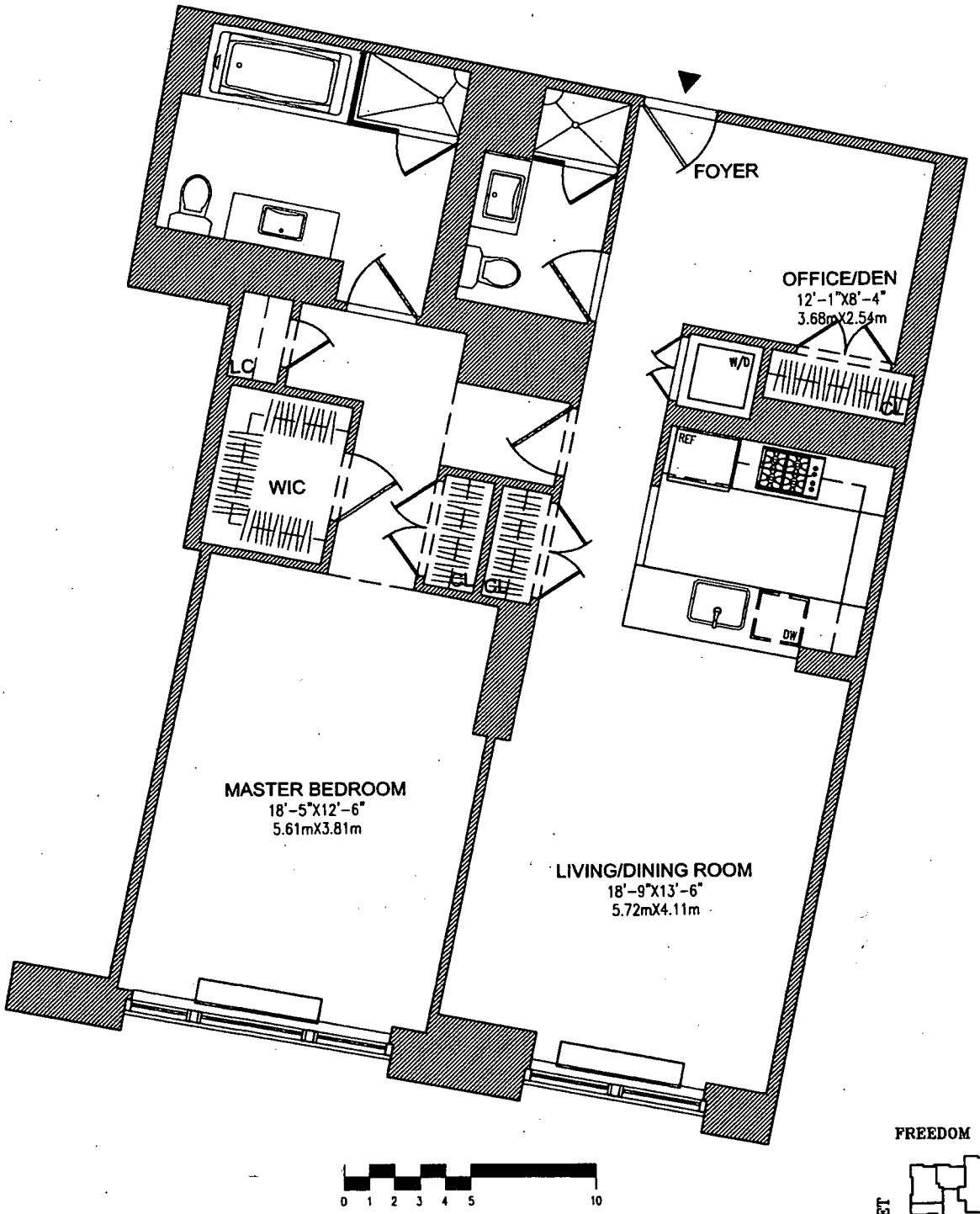
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

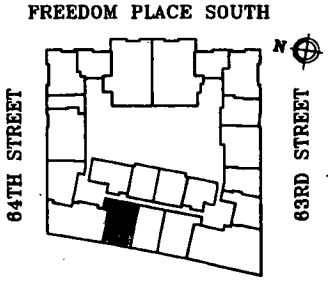
B RESIDENCE

3RD FLOOR

1 BEDROOM
2 BATHS
OFFICE/DEN

THE RUSHMORE





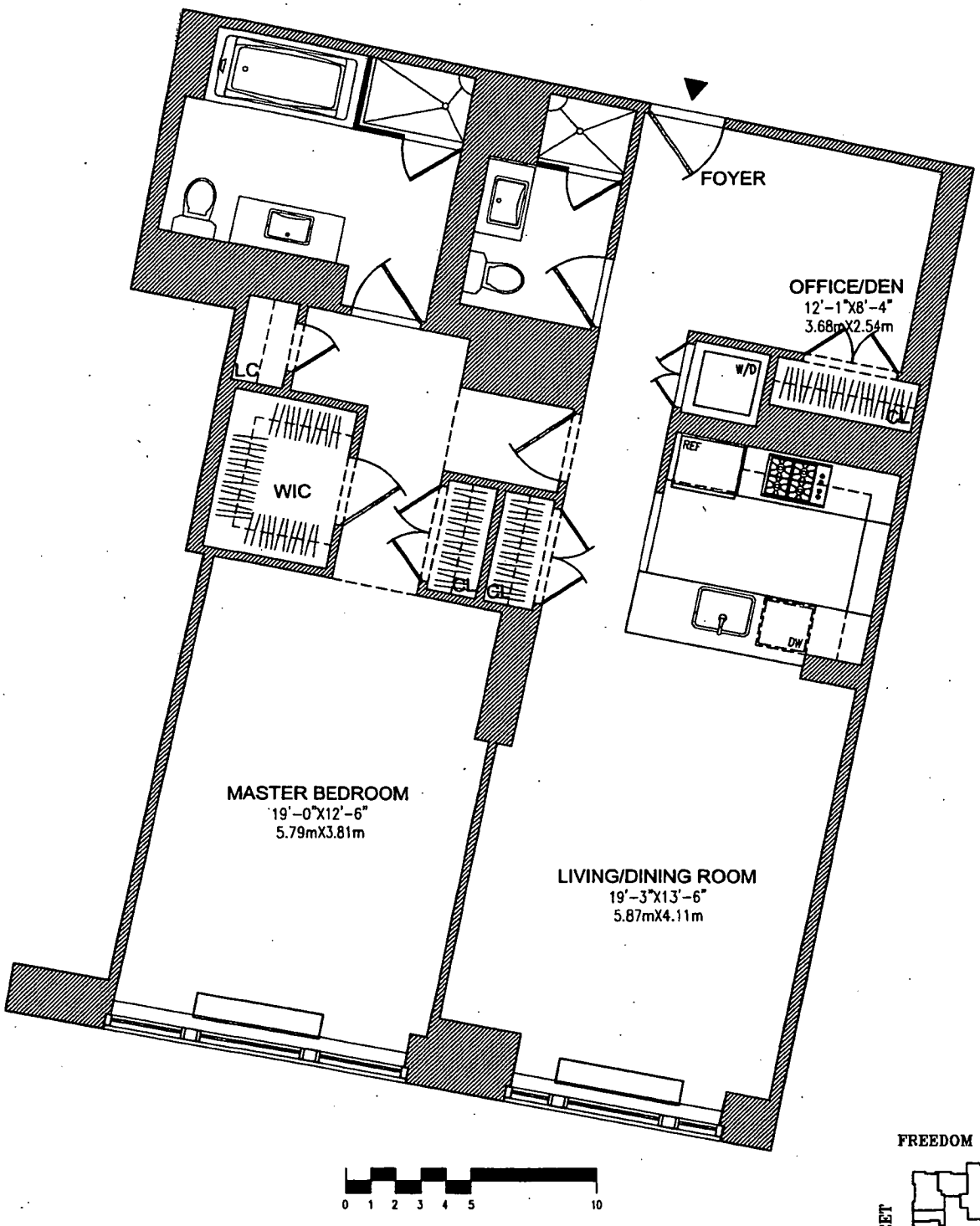
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

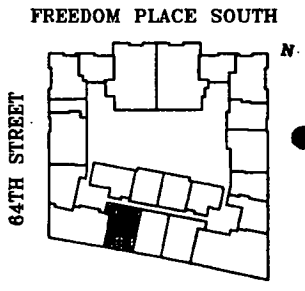
B
RESIDENCE

4TH FLOOR

1 BEDROOM
2 BATHS
OFFICE/DEN

THE RUSHMORE





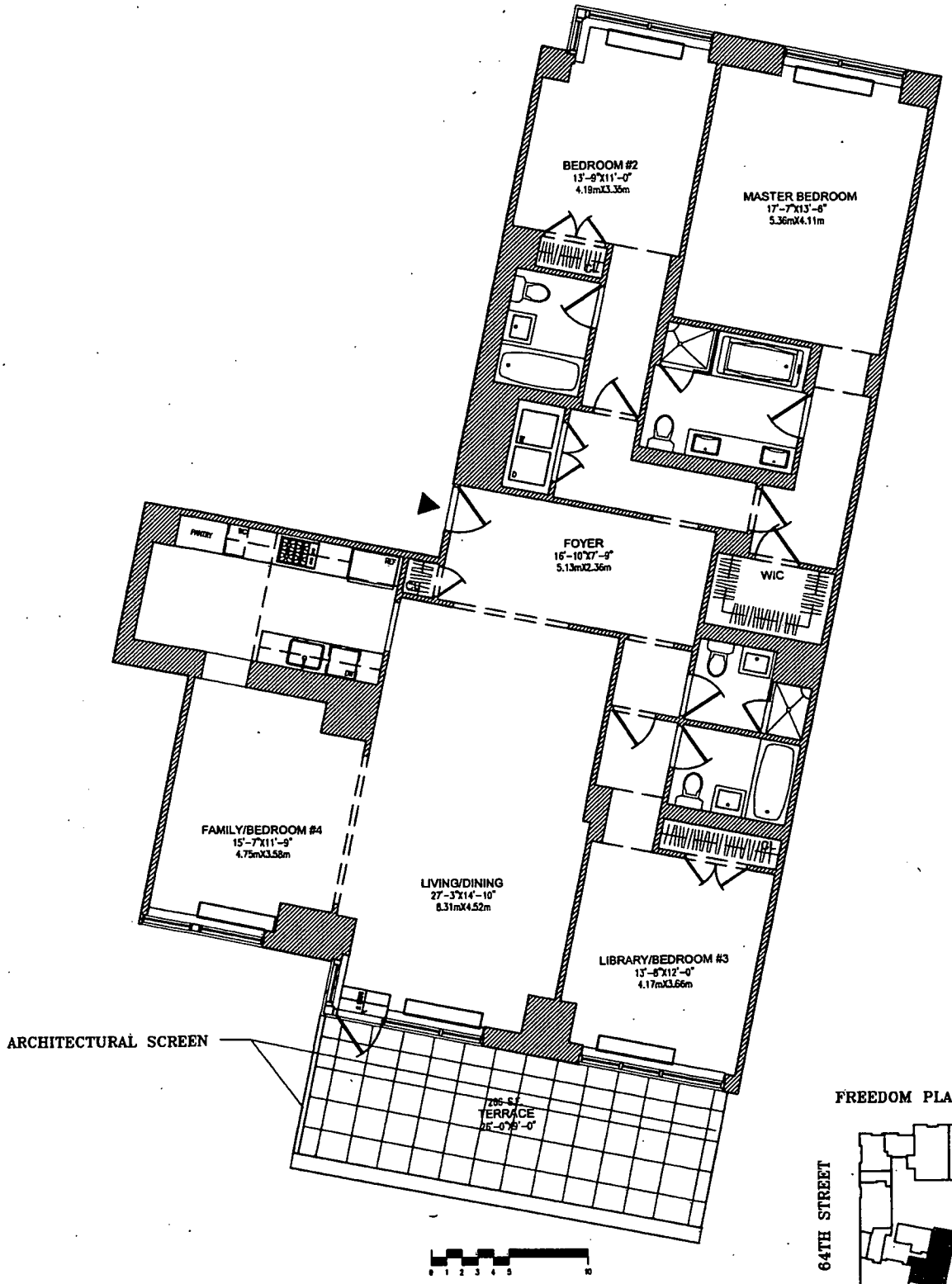
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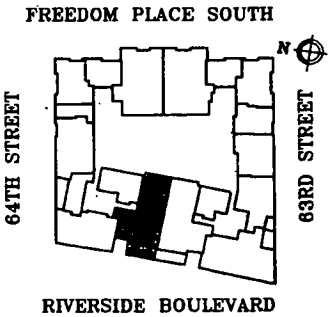
B RESIDENCE

5TH FLOOR

3 BEDROOMS
4 BATHS
DINING ROOM
TERRACE
EAT IN KITCHEN

THE RUSHMORE





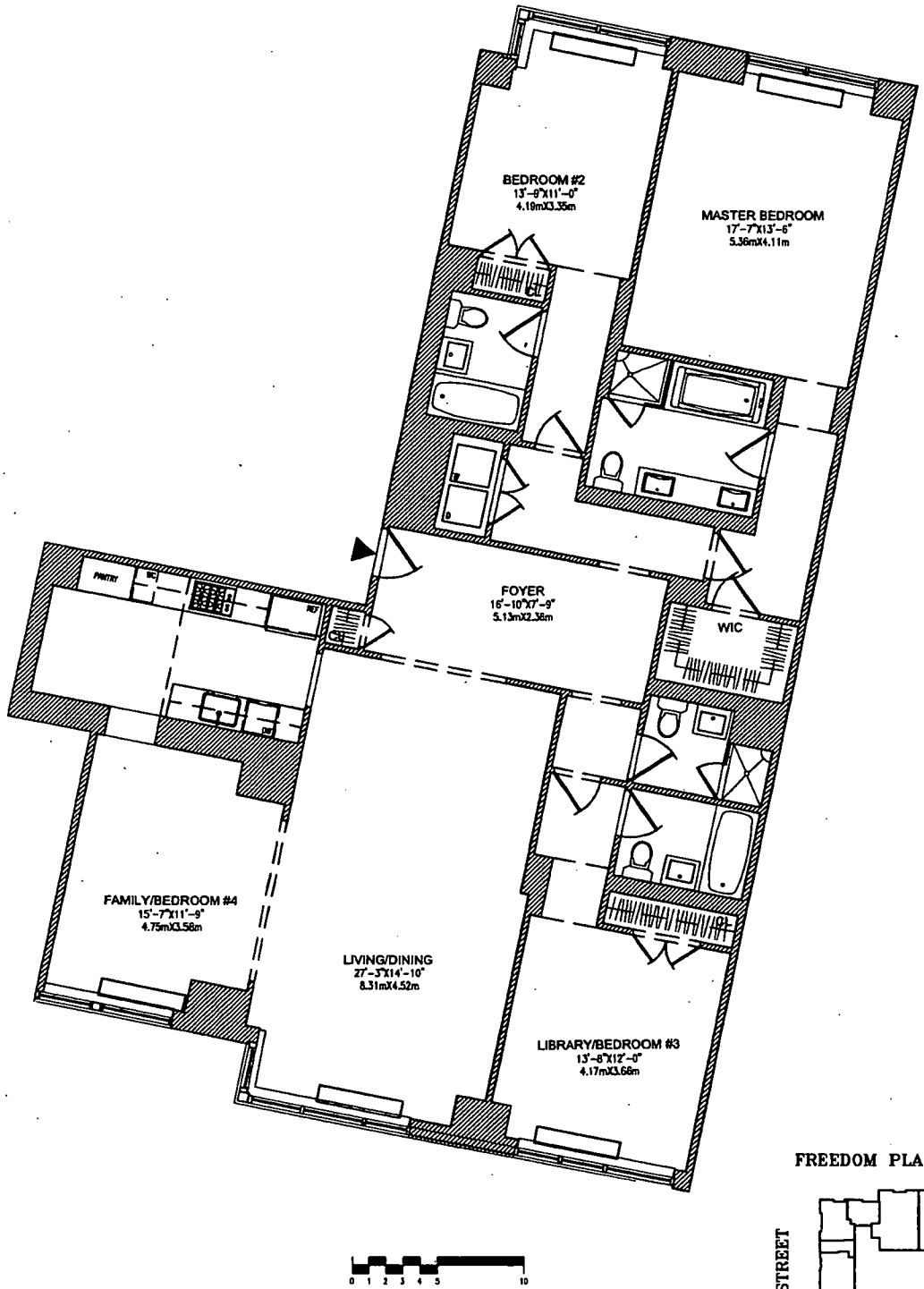
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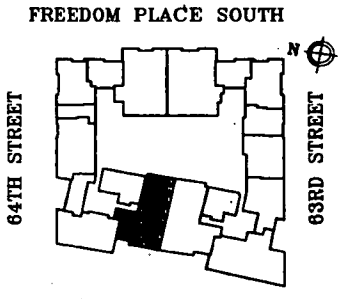
B RESIDENCE

6TH THRU 15TH FLOOR

3 BEDROOMS
4 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





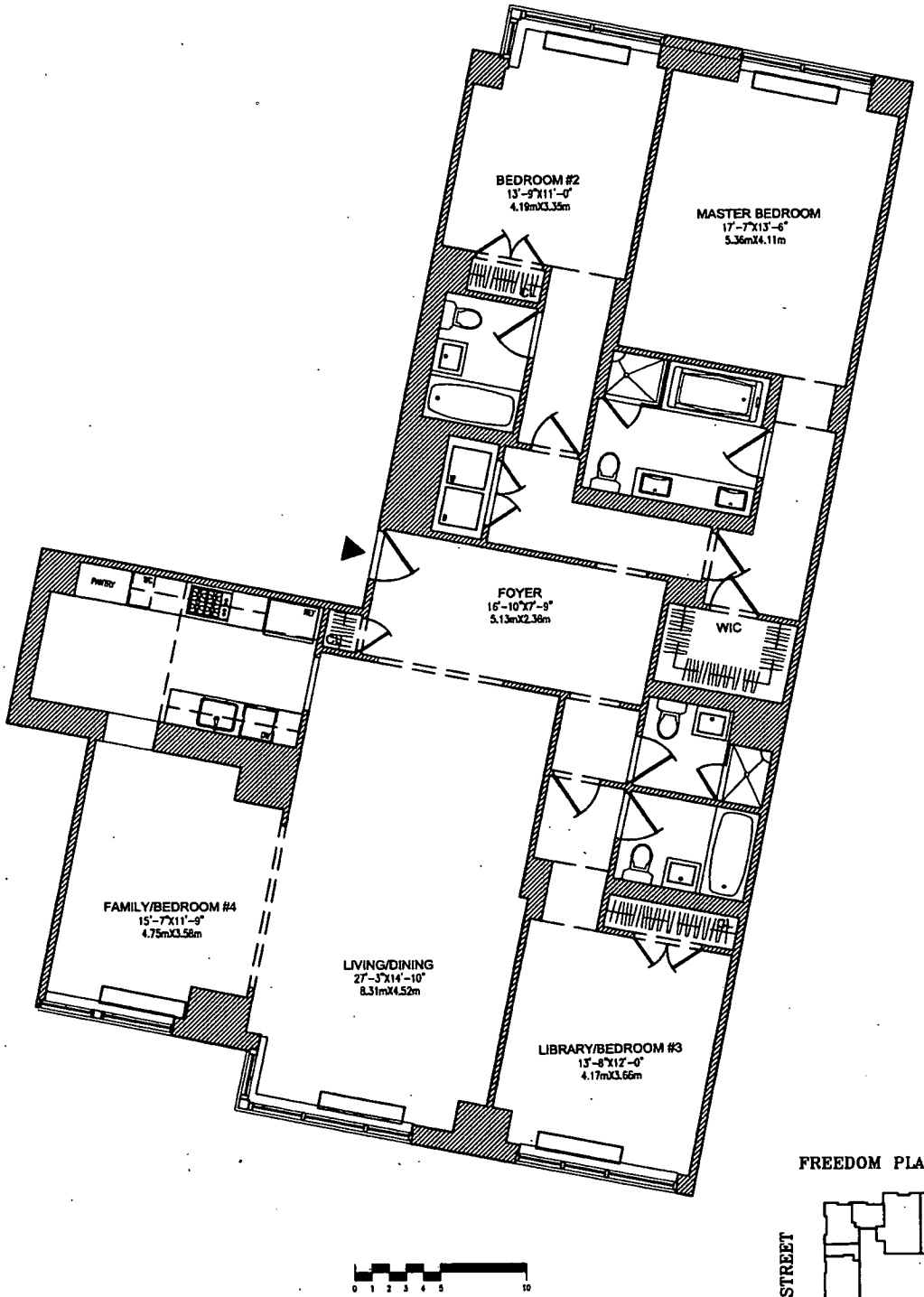
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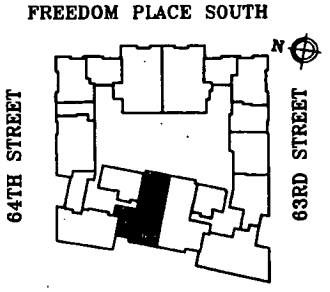
B RESIDENCE

16TH FLOOR

3 BEDROOMS
4 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





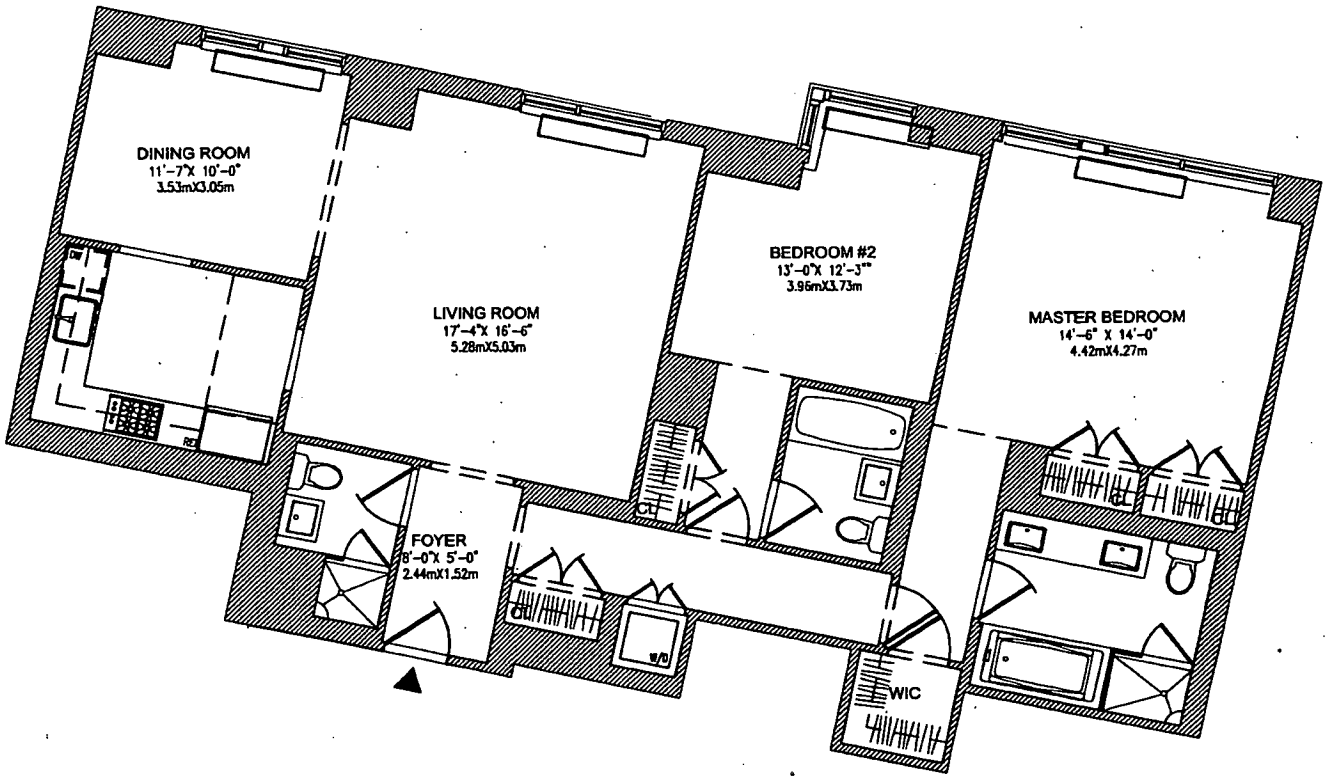
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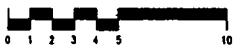
B RESIDENCE

17TH & 18TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





FREEDOM PLACE SOUTH

N

64TH STREET



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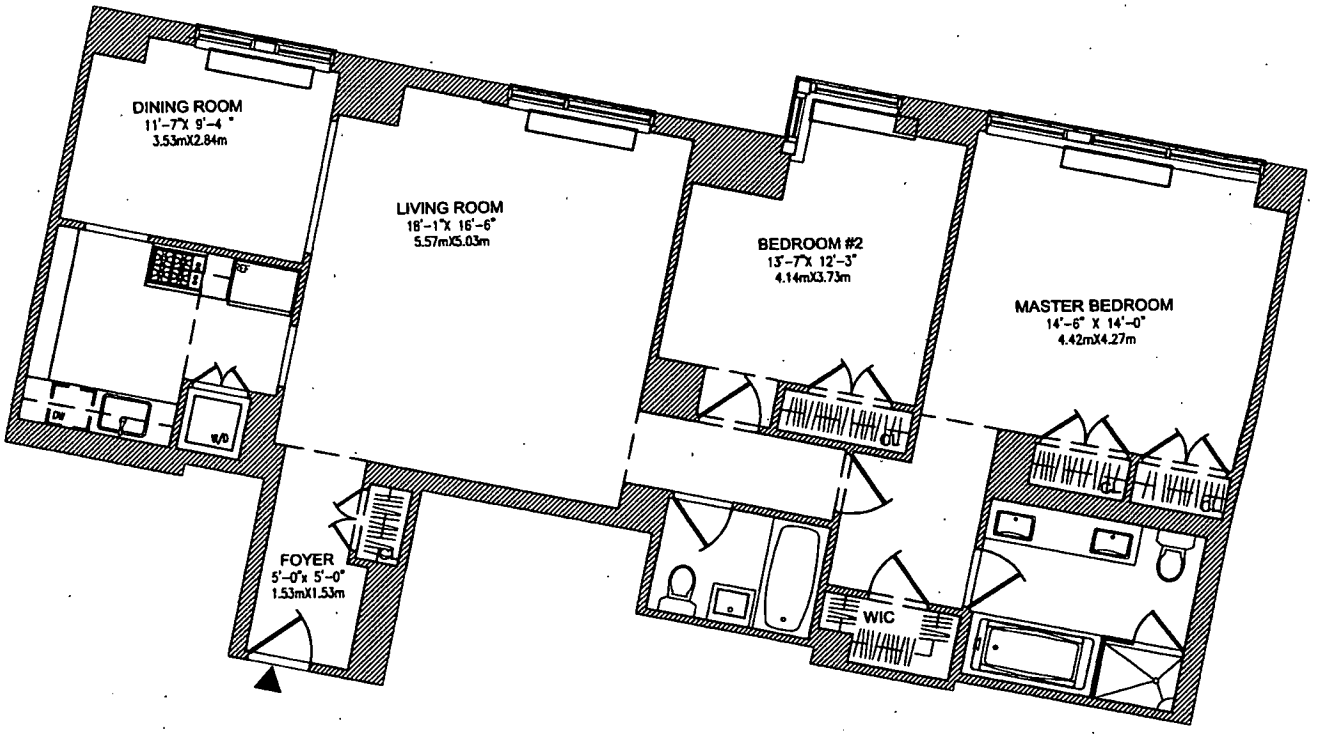
RIVERSIDE BOULEVARD
HUDSON RIVER

B RESIDENCE

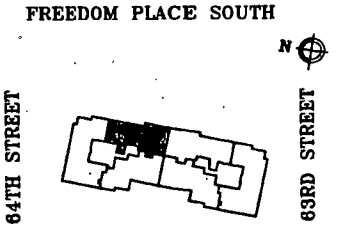
19TH FLOOR

2 BEDROOMS
2 BATHS
DINING ROOM

THE RUSHMORE







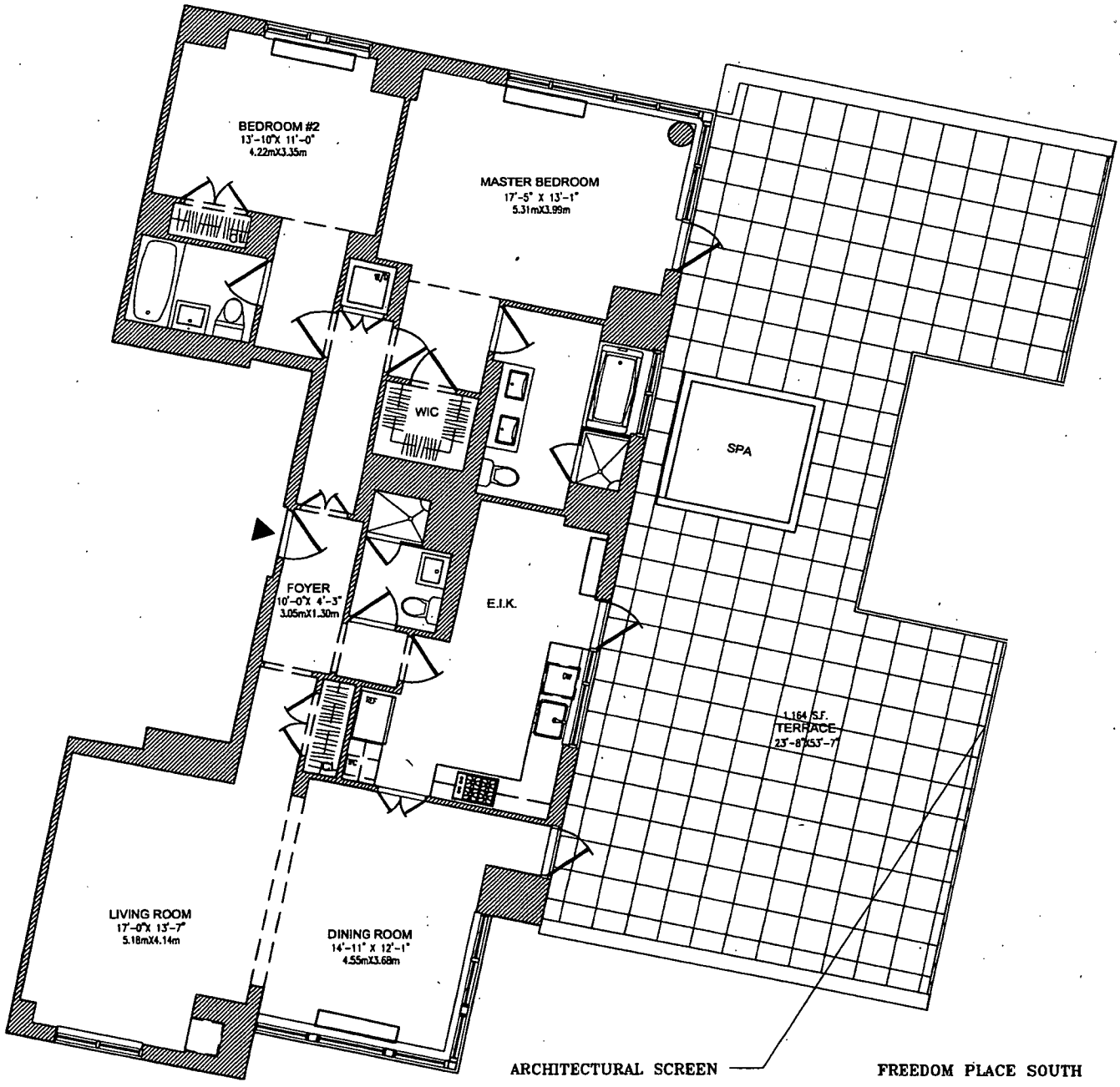
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B RESIDENCE

20TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM
TERRACE
EAT IN KITCHEN

THE RUSHMORE



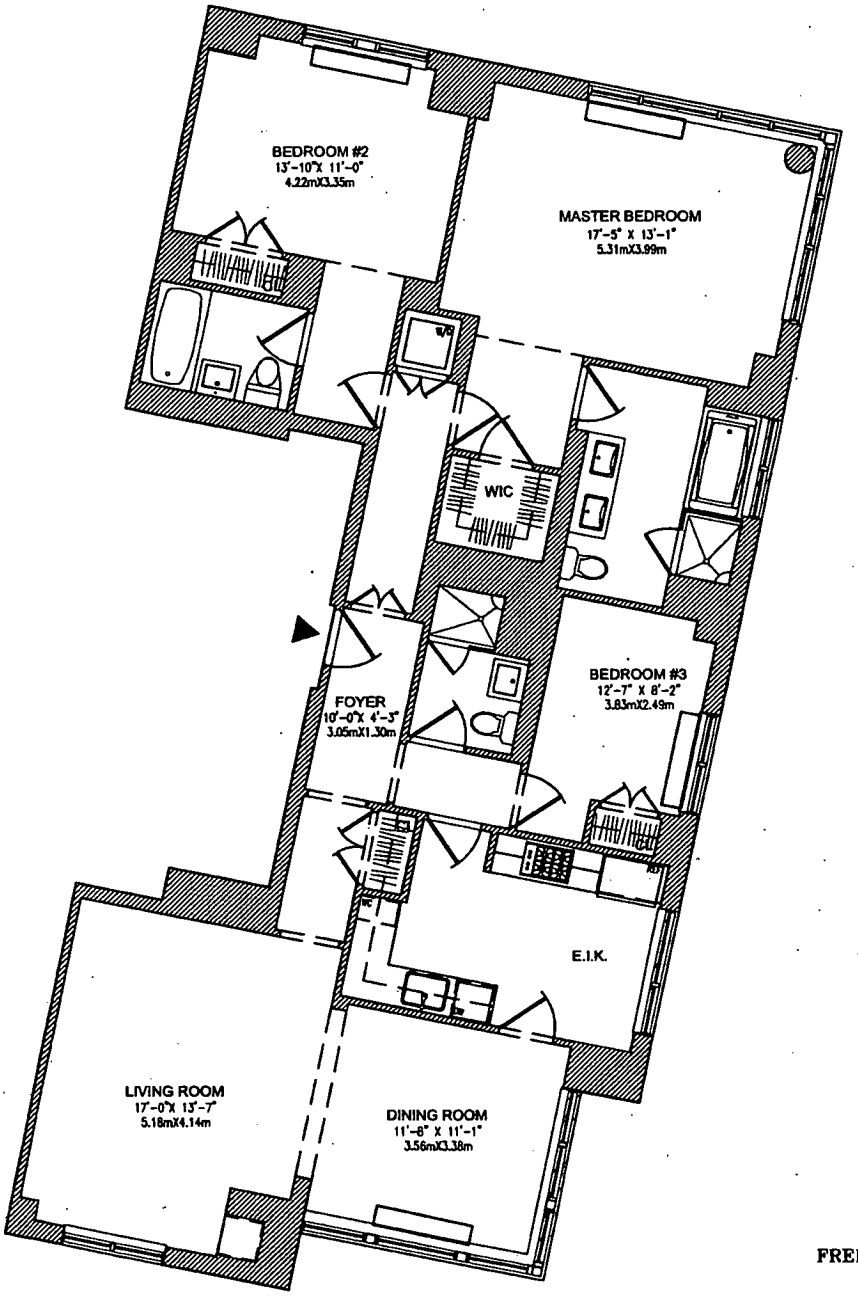
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B RESIDENCE

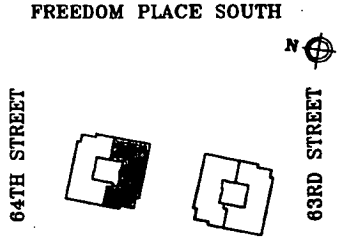
21ST THRU 38TH FLR

3 BEDROOMS
3 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





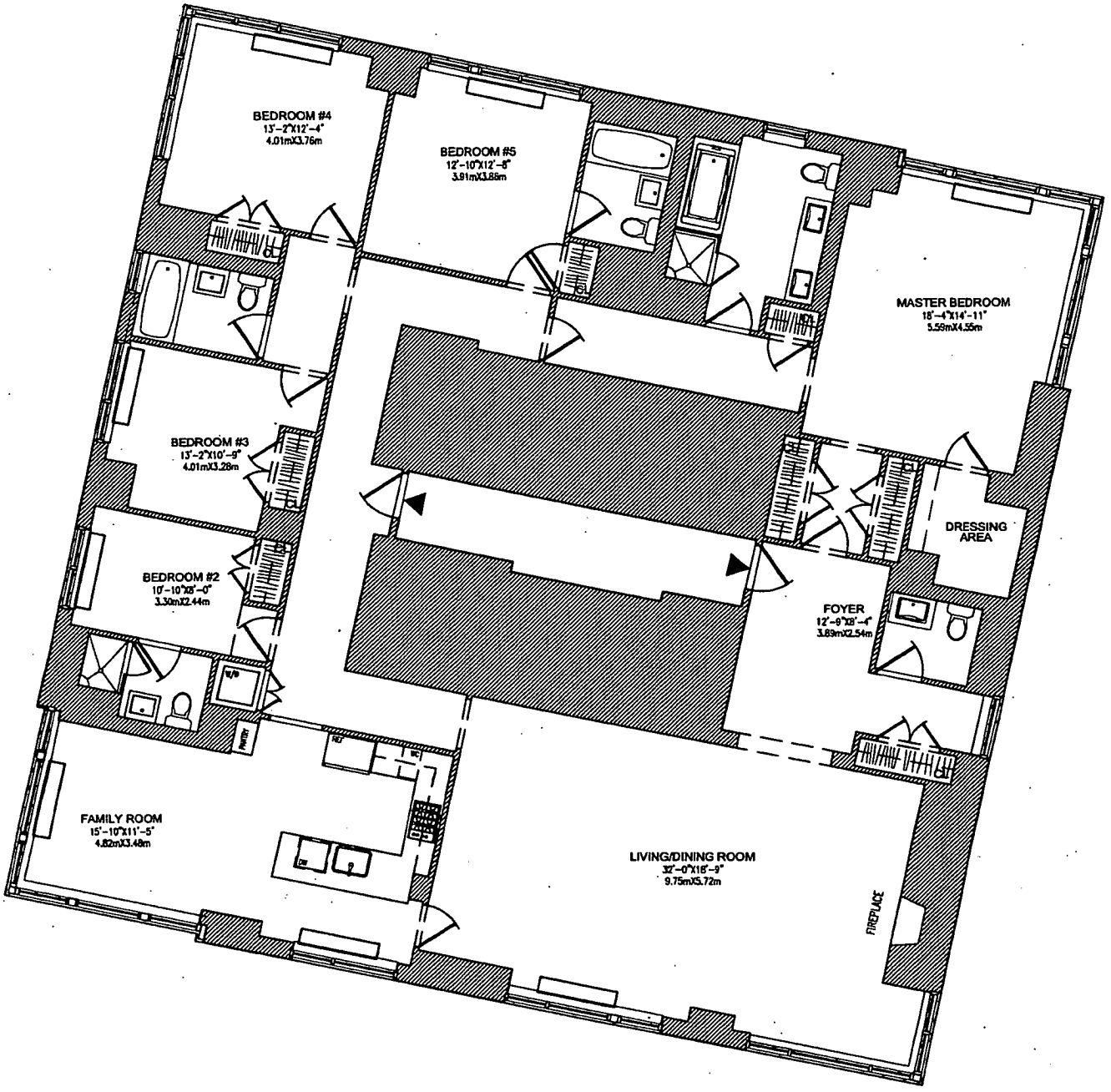


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B
RESIDENCE

PH#1 THRU PH#5
5 BEDROOMS
4.5 BATHS
FIREPLACE
FAMILY ROOM

THE RUSHMORE



FREEDOM PLACE SOUTH

N

64TH STREET

63RD STREET

RIVERSIDE BOULEVARD
HUDSON RIVER

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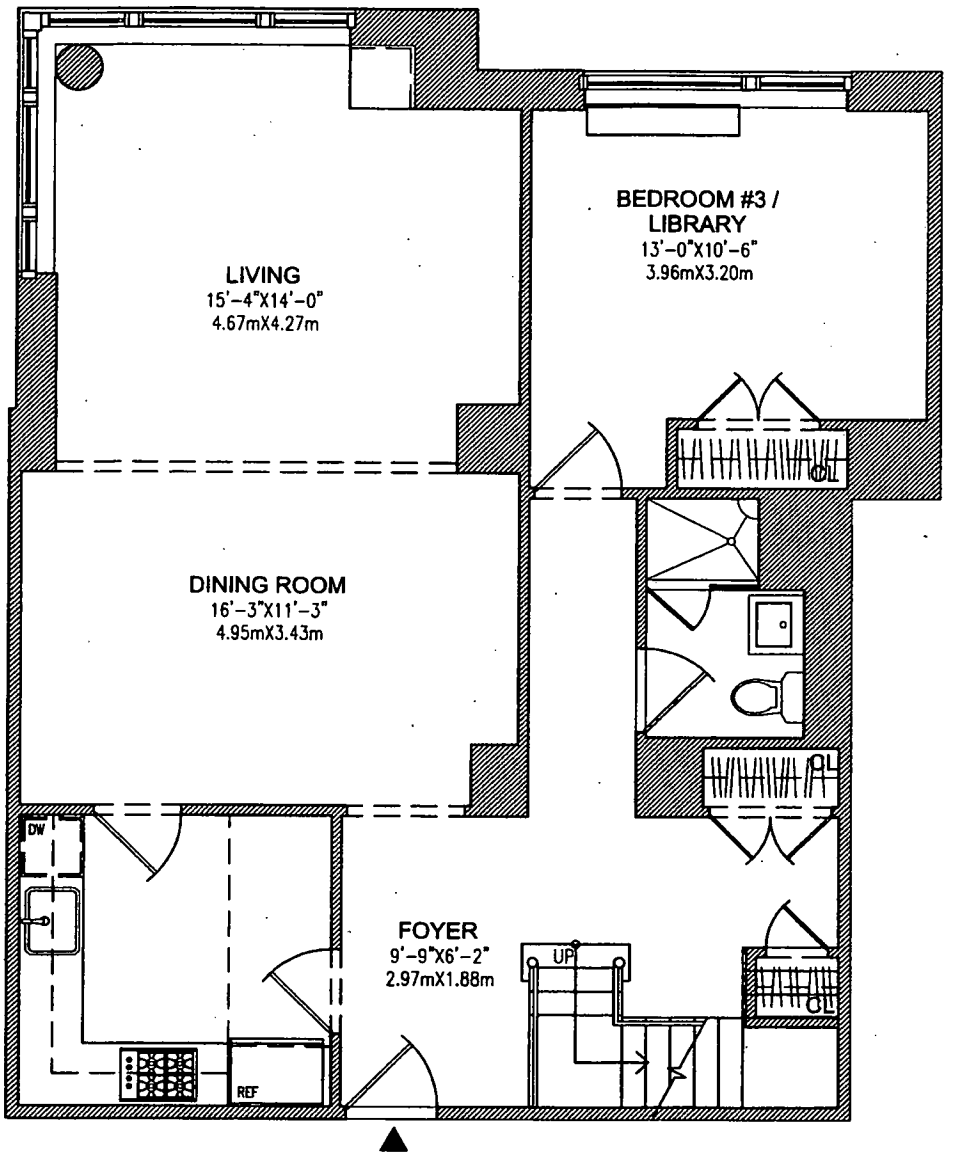
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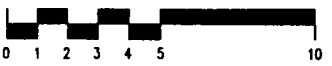
C
RESIDENCE

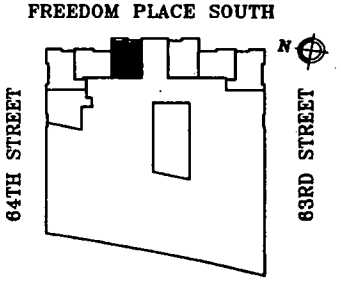
GROUND FLOOR

3 BEDROOMS
3 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE







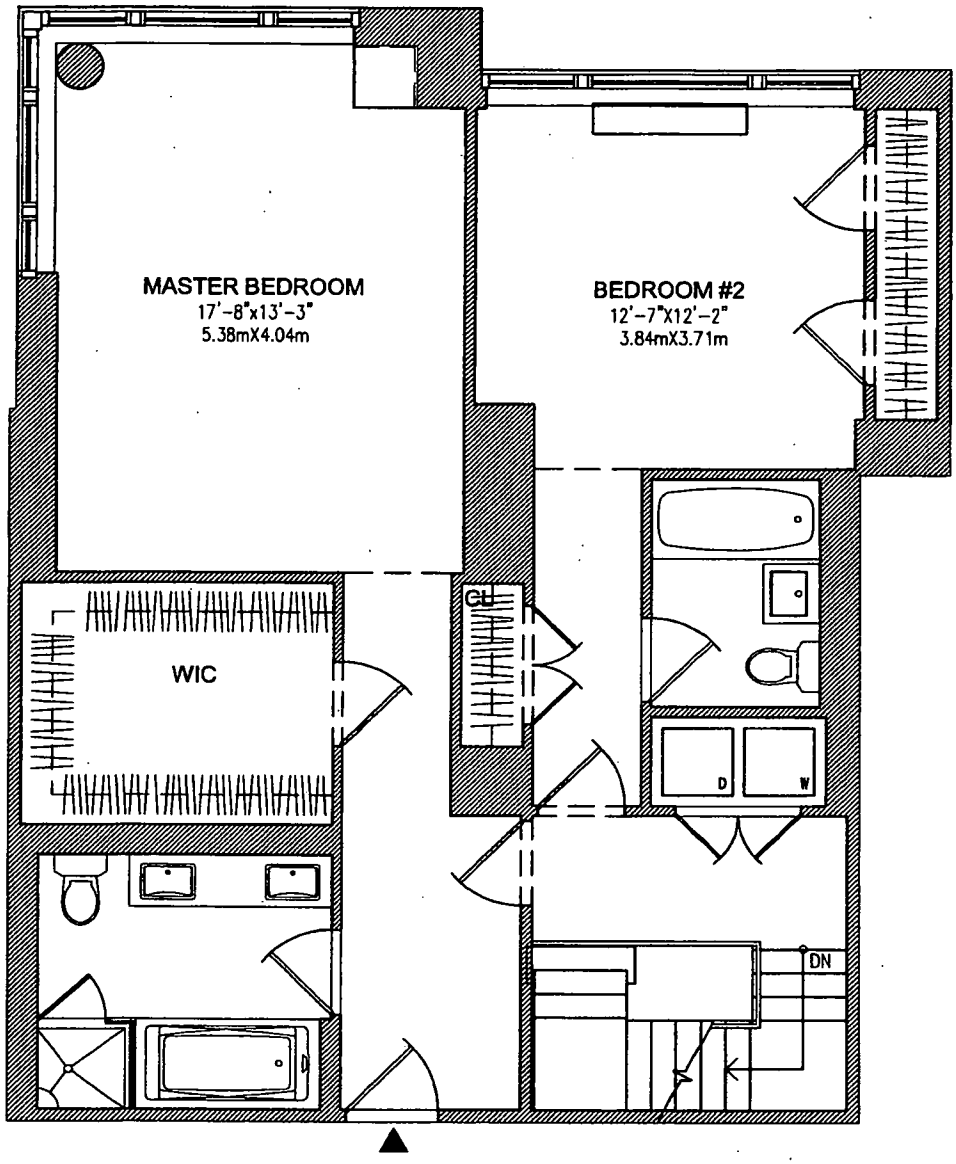
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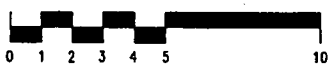
C
RESIDENCE

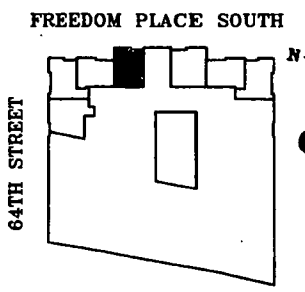
MEZZANINE LEVEL

3 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







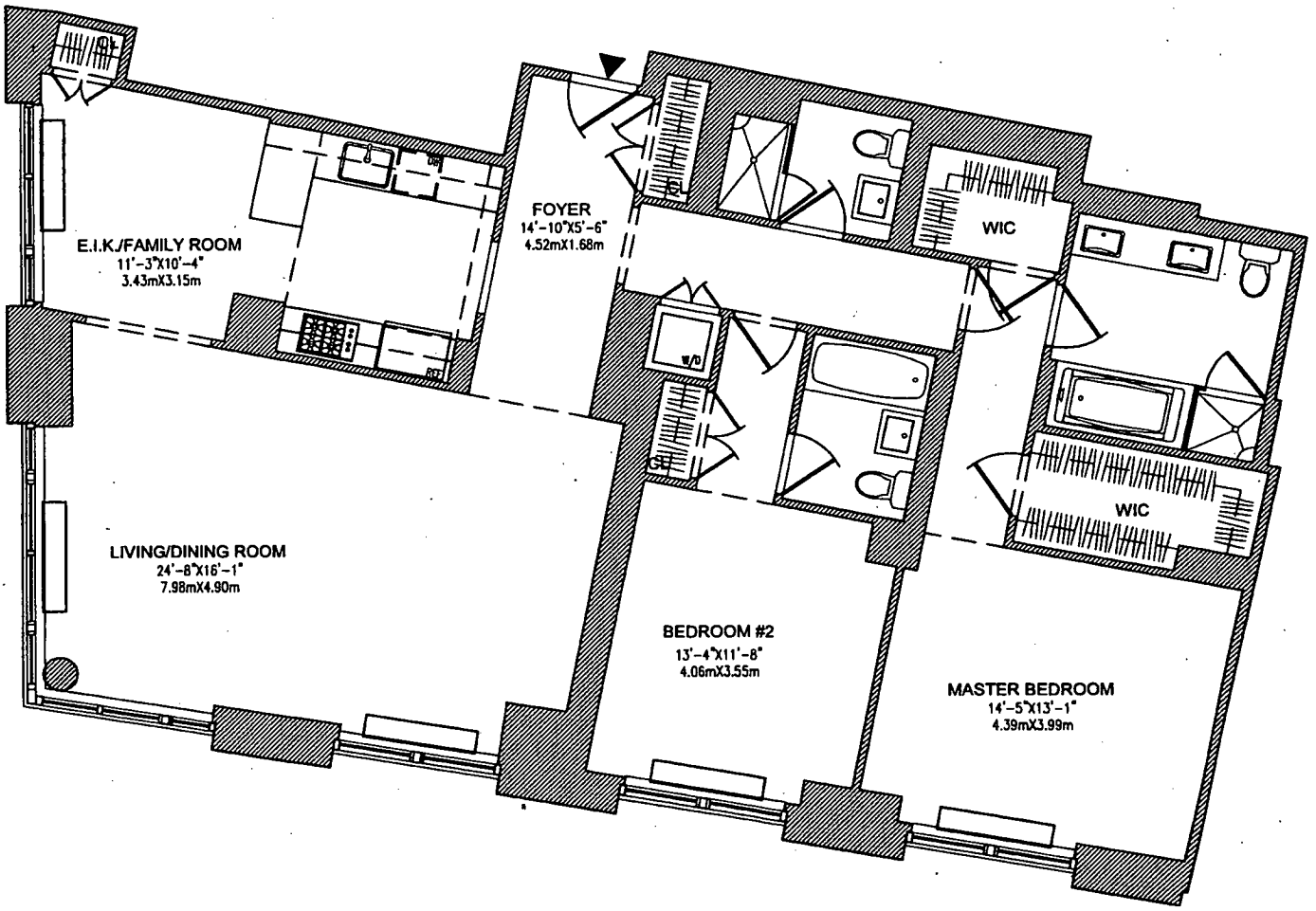
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C
RESIDENCE

3RD FLOOR

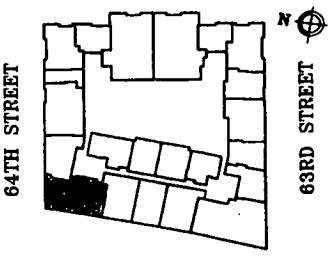
2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

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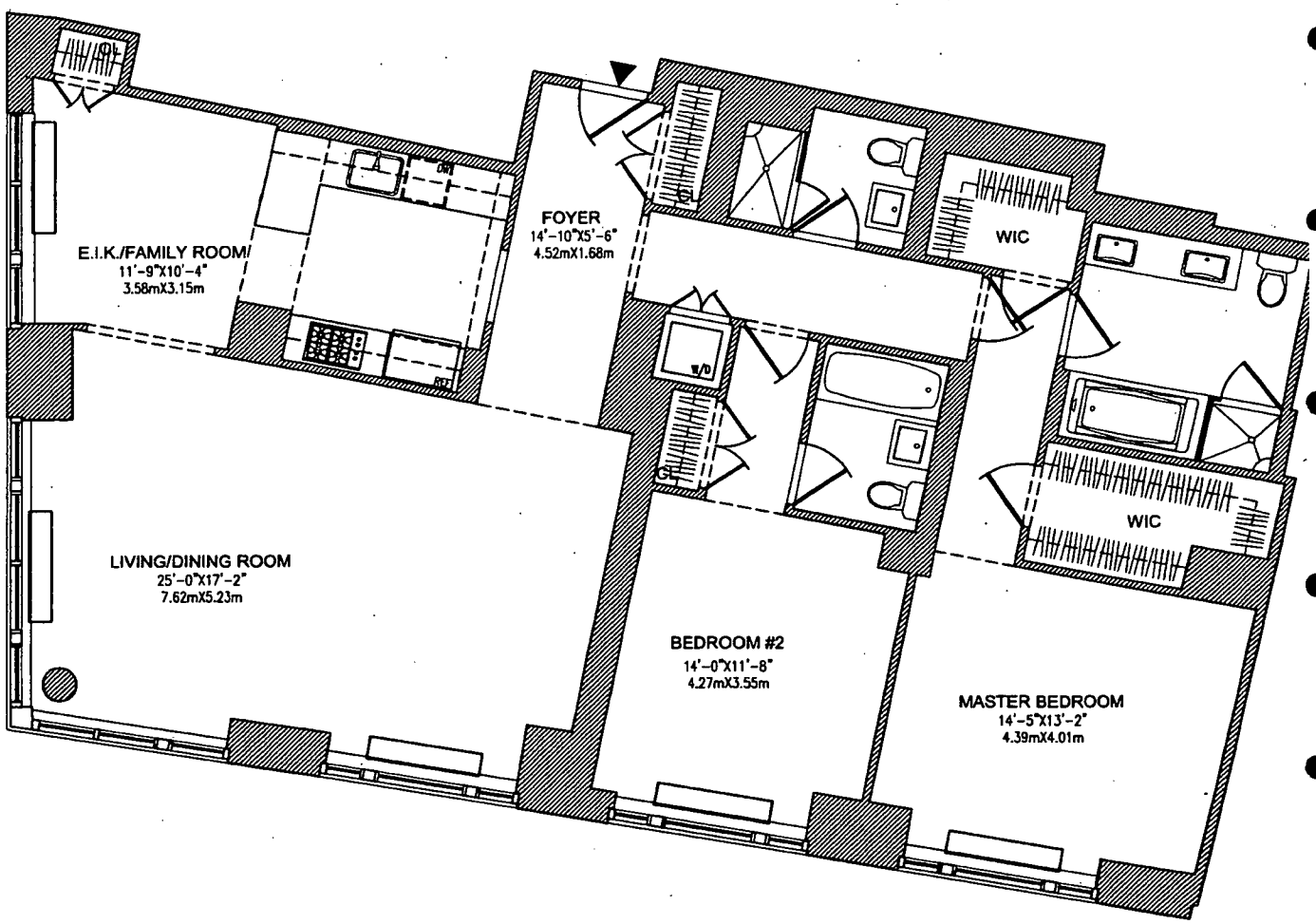
120

C RESIDENCE

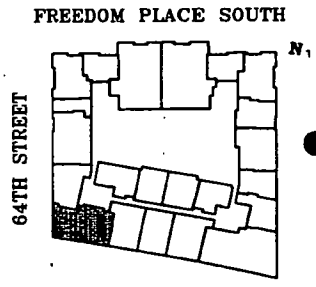
4TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM
EAT-IN KITCHEN/FAMILY ROOM

THE RUSHMORE







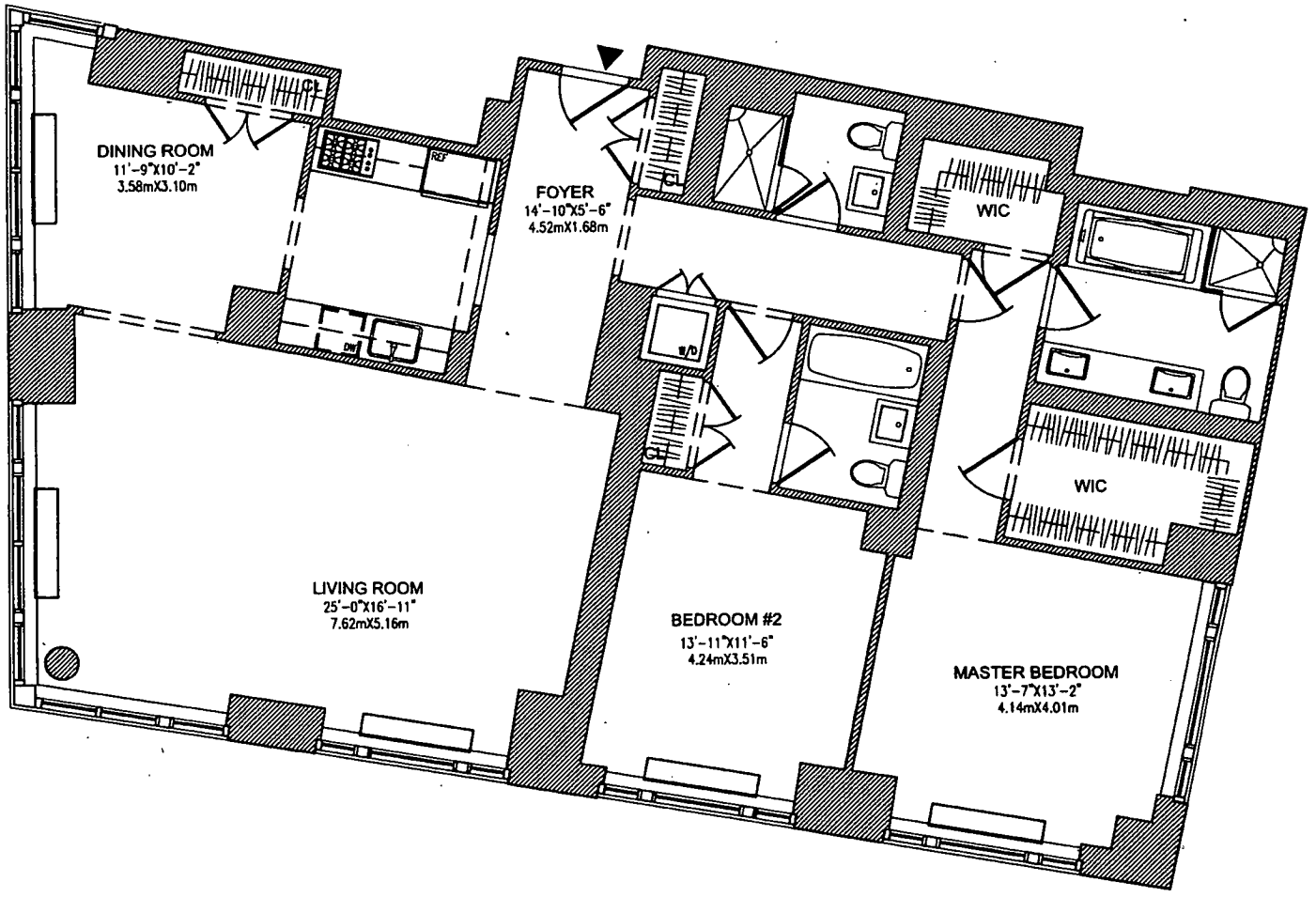
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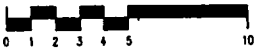
C RESIDENCE

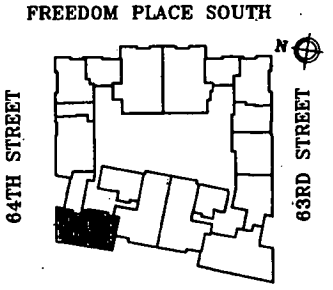
5TH THRU 15TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







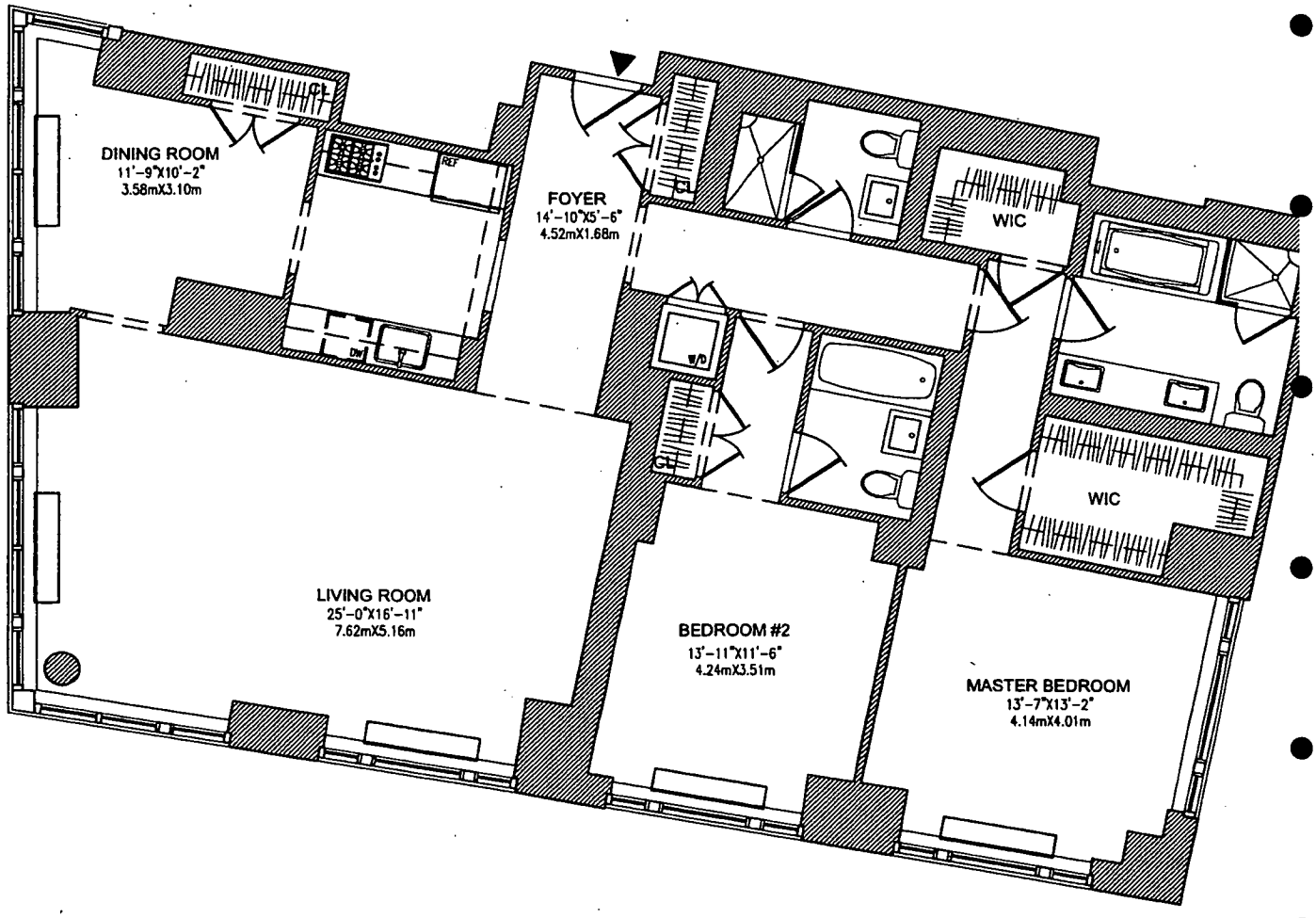
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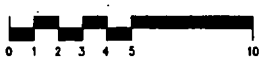
C
RESIDENCE

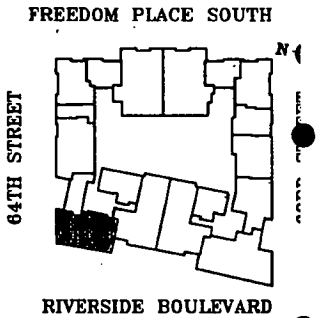
16TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







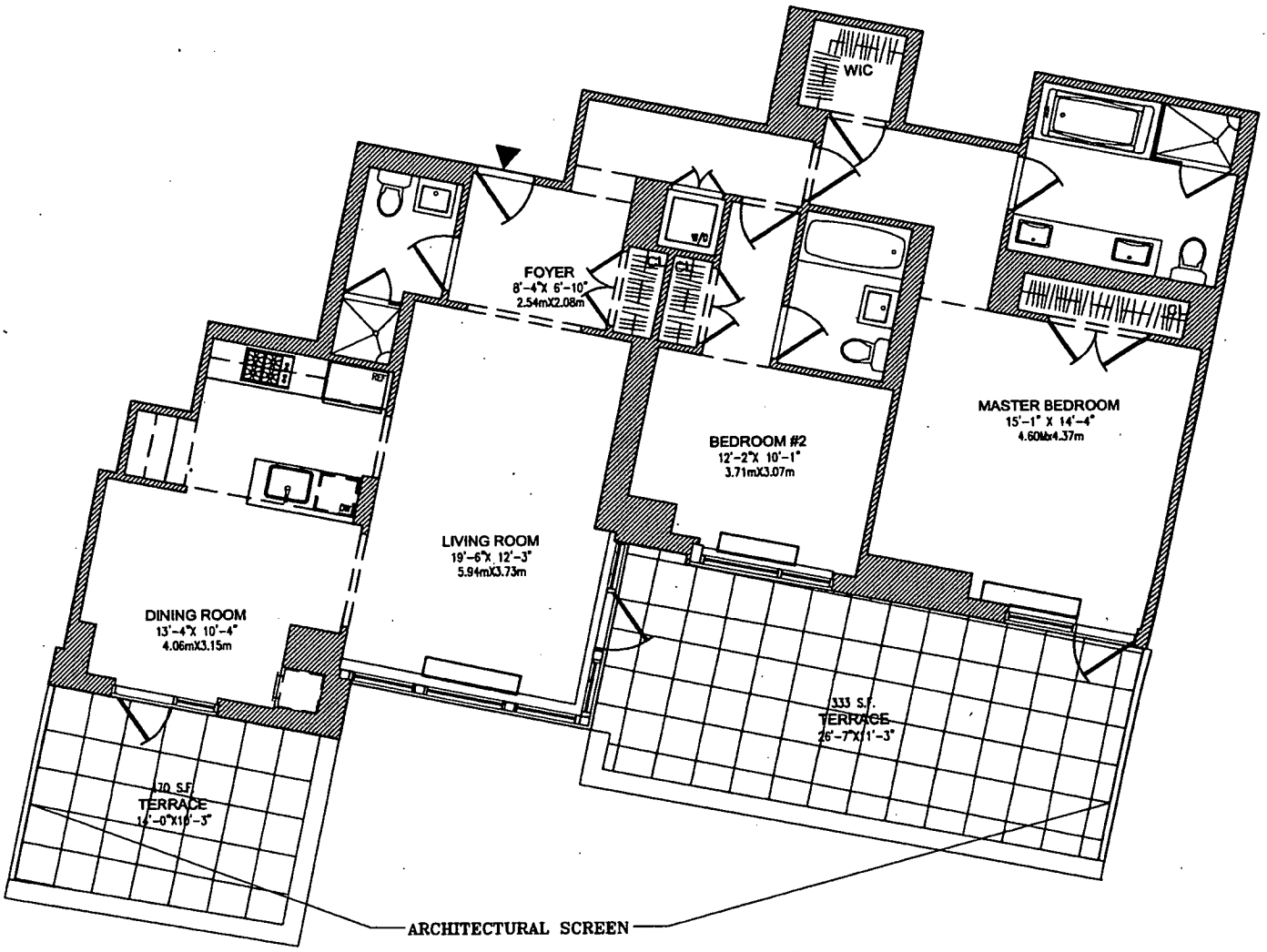
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

C RESIDENCE

17TH FLOOR

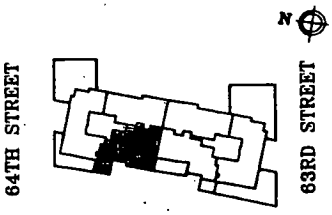
2 BEDROOMS
3 BATHS
DINING ROOM
(2) TERRACES

THE RUSHMORE





FREEDOM PLACE SOUTH



All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

RIVERSIDE BOULEVARD
HUDSON RIVER

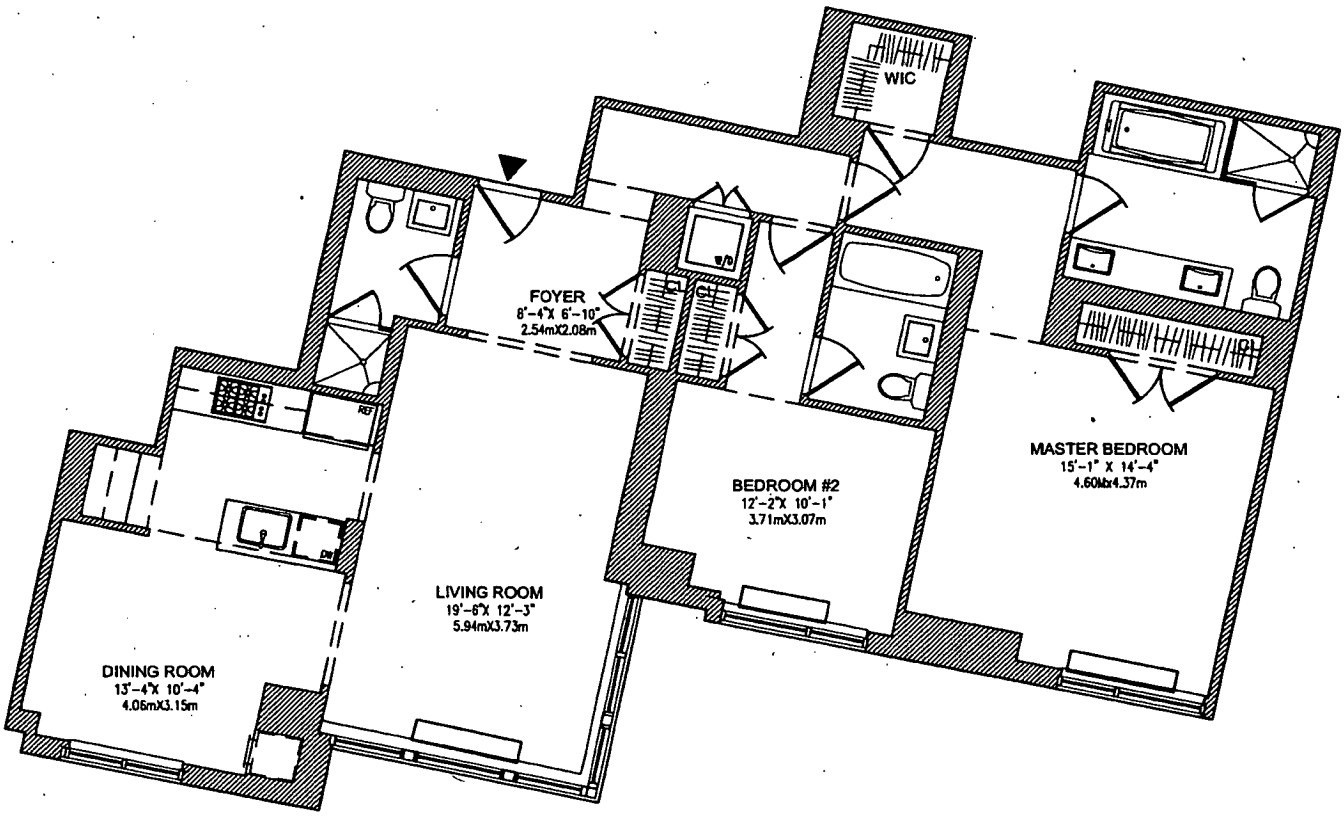
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C RESIDENCE

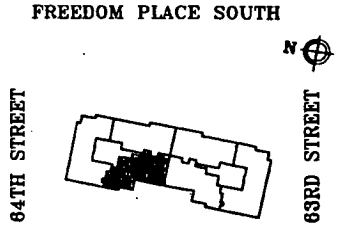
18TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







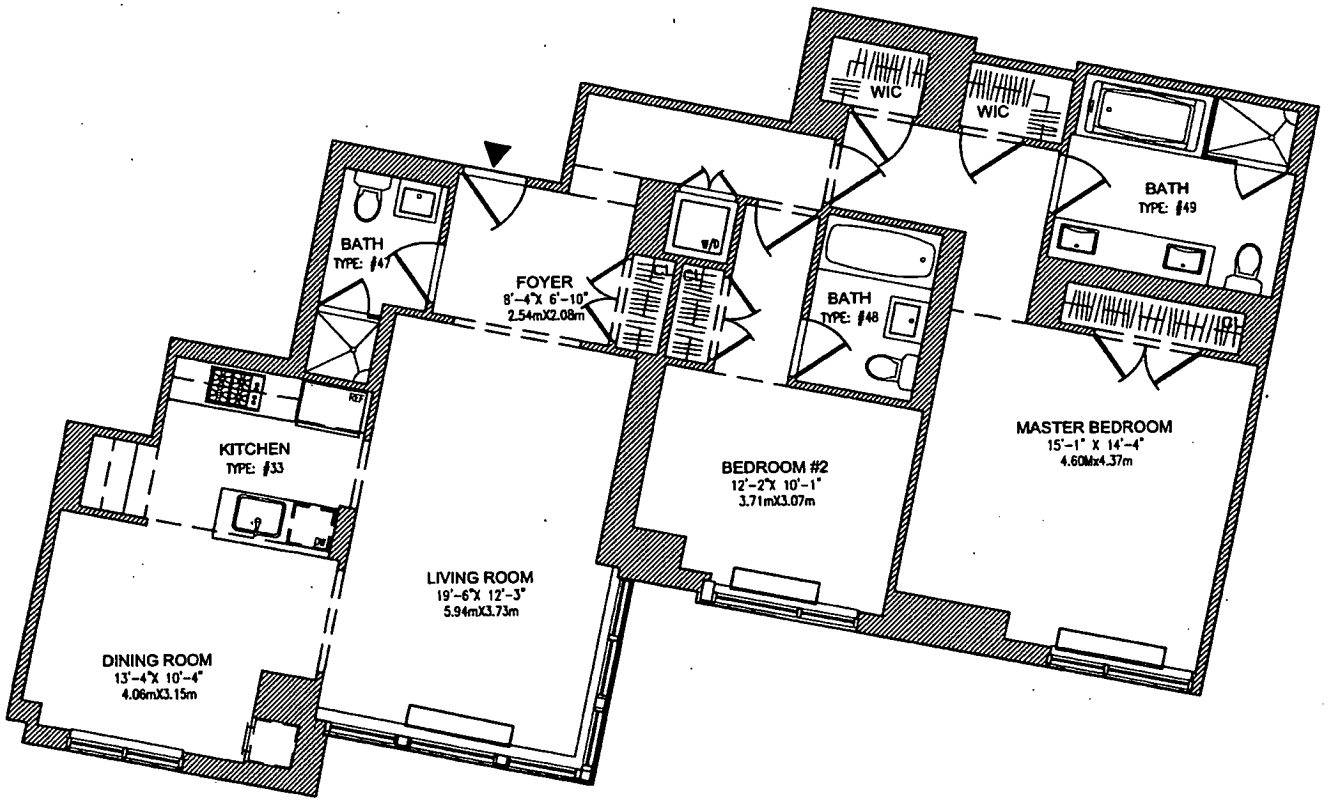
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

C RESIDENCE

19TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

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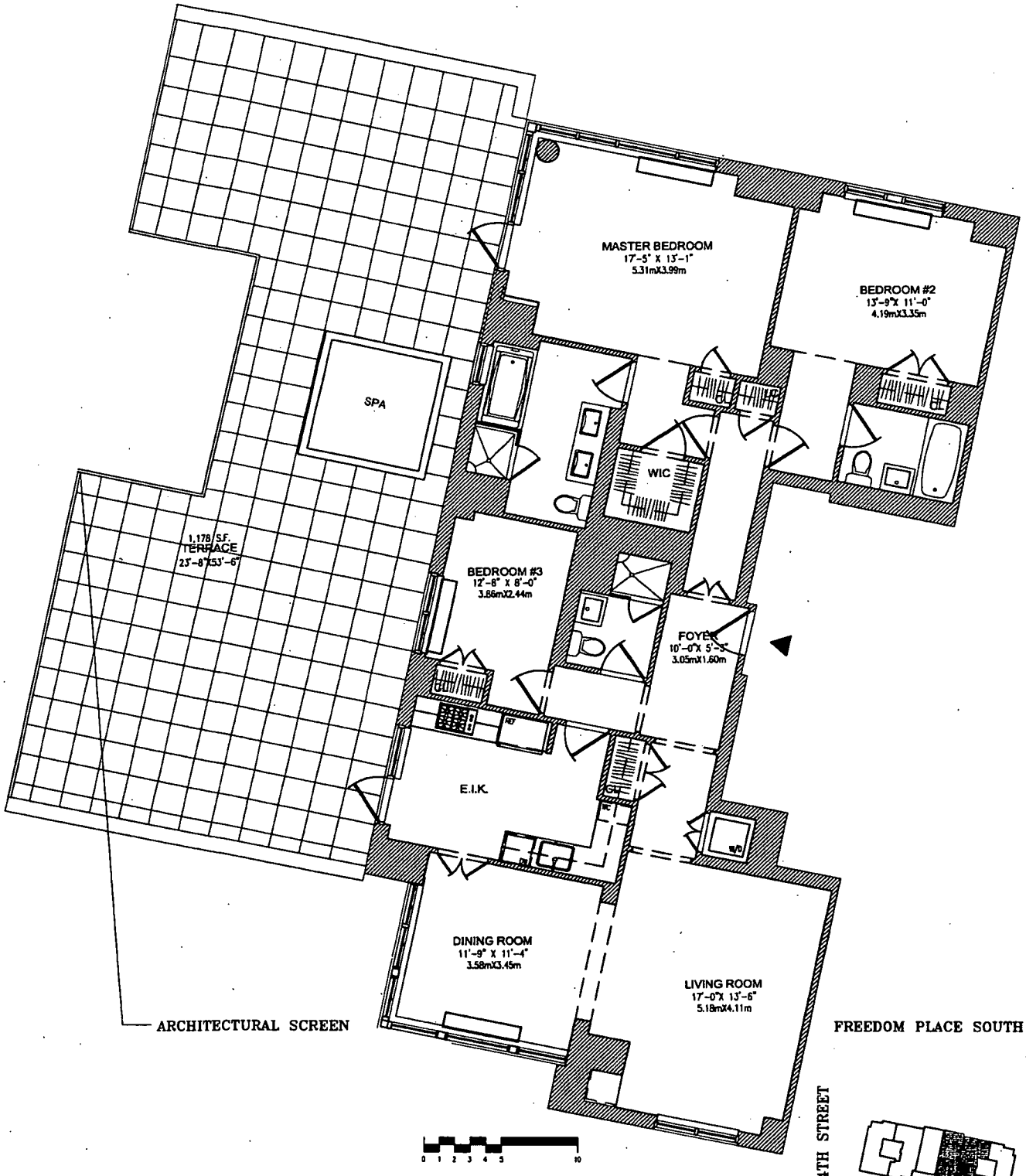
124a

THE RUSHMORE

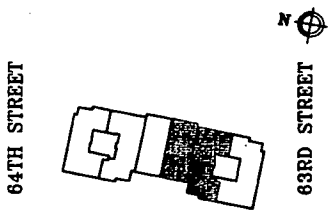
C
RESIDENCE

20TH FLOOR

3 BEDROOMS
3 BATHS
DINING ROOM
TERRACE
EAT IN KITCHEN



FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

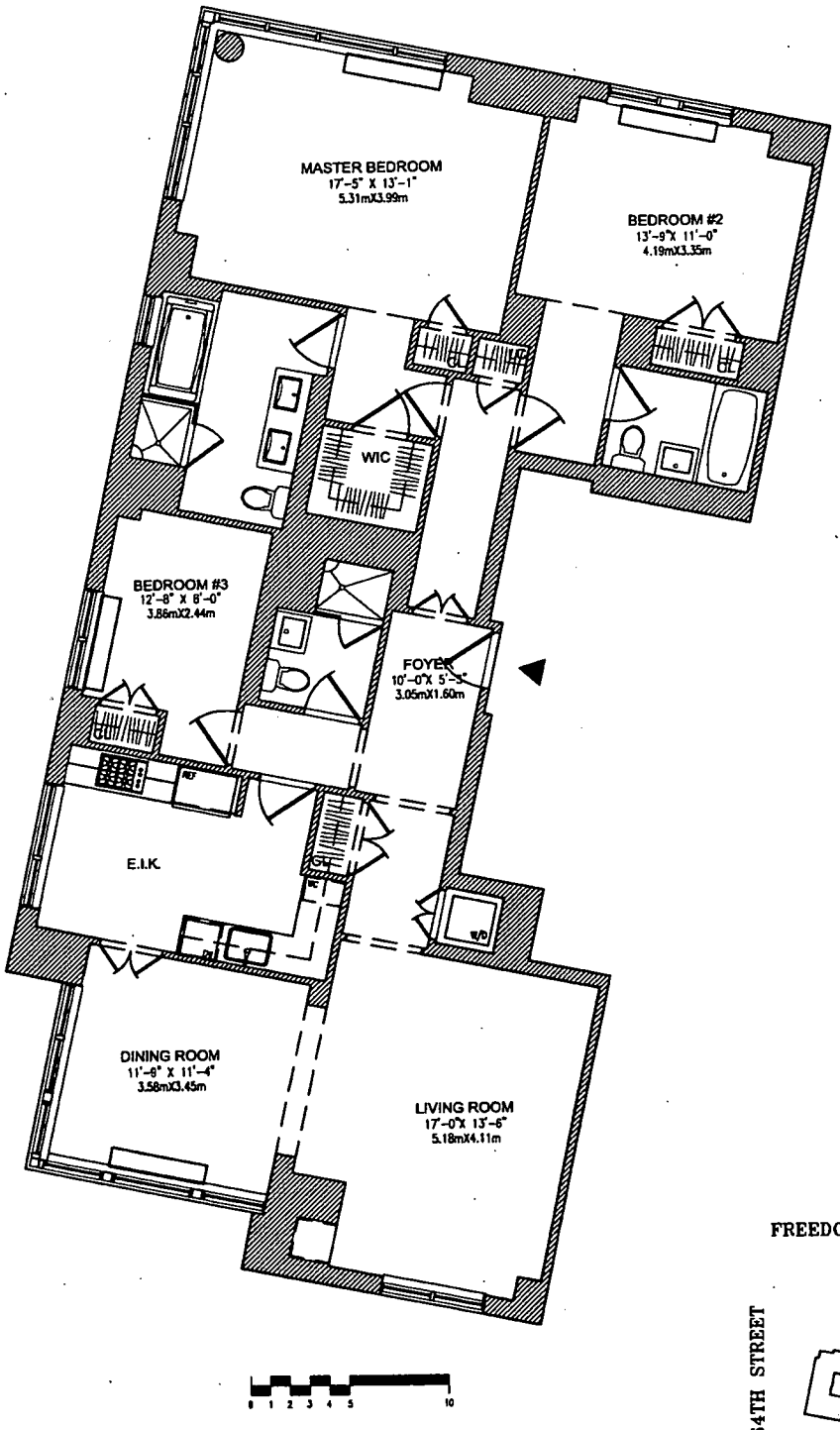
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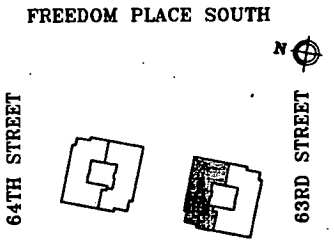
C RESIDENCE

21ST THRU 38TH FLR

3 BEDROOMS
3 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





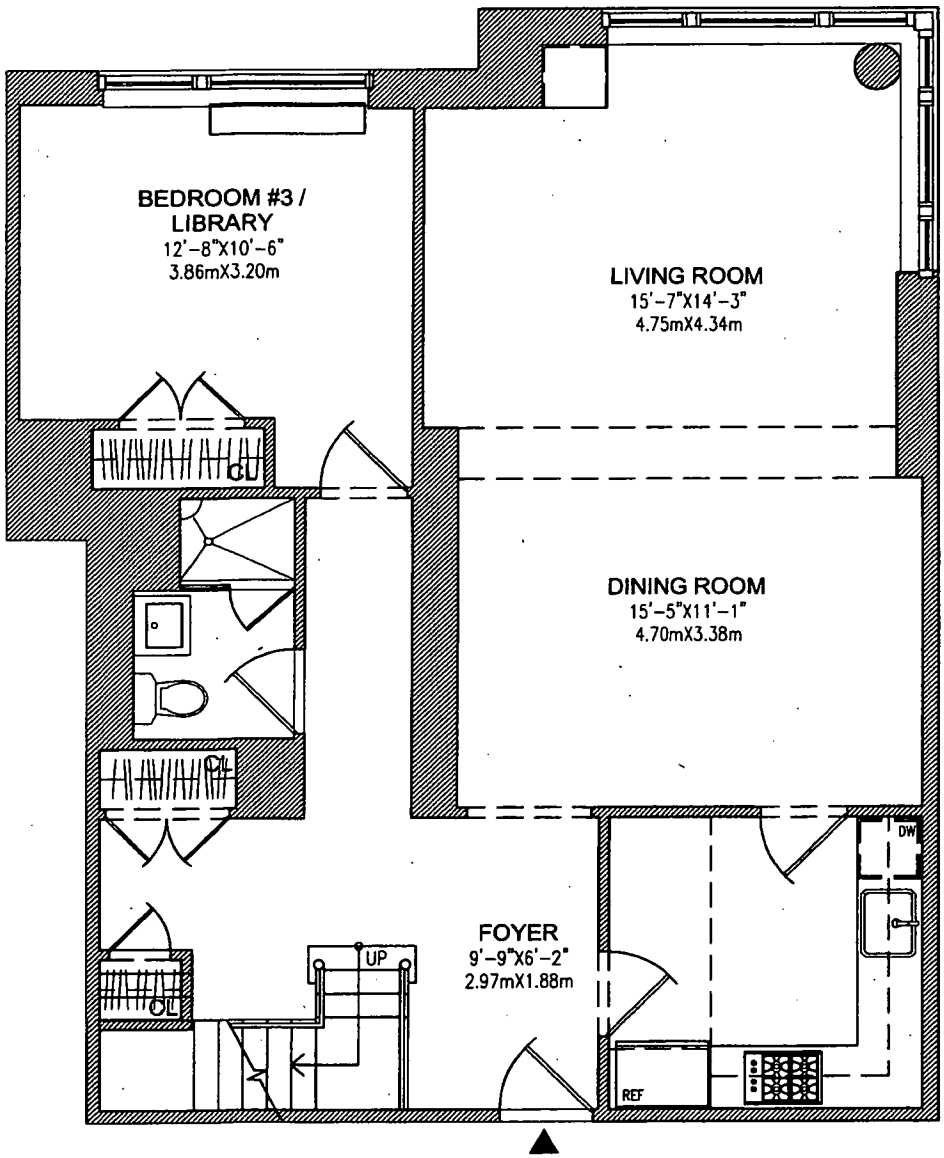
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

D
RESIDENCE

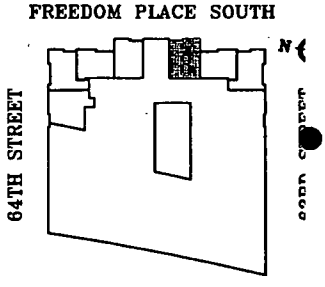
GROUND FLOOR

3 BEDROOMS
3 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE







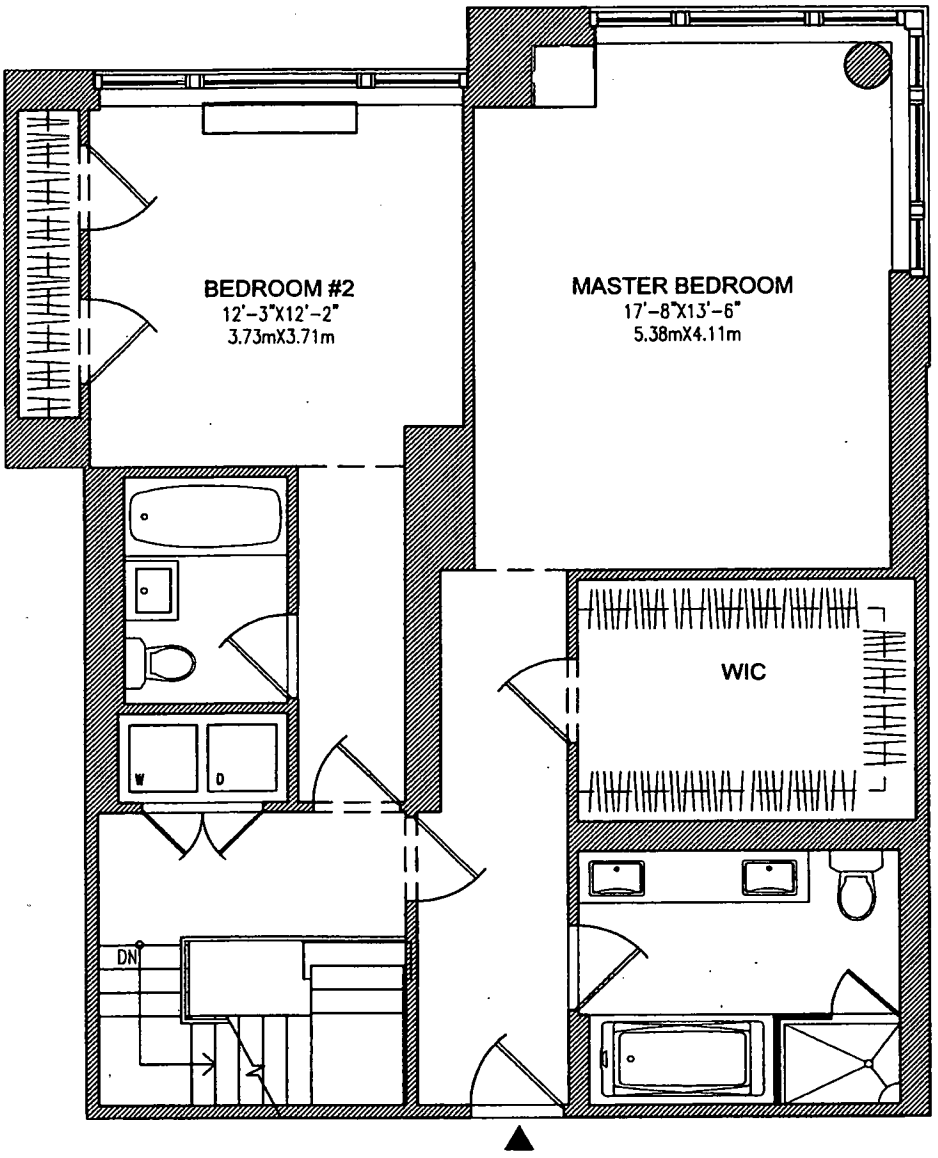
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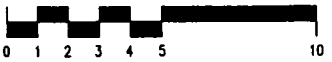
D RESIDENCE

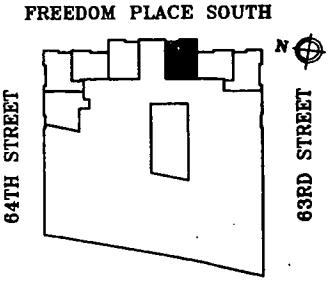
MEZZANINE LEVEL

3 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







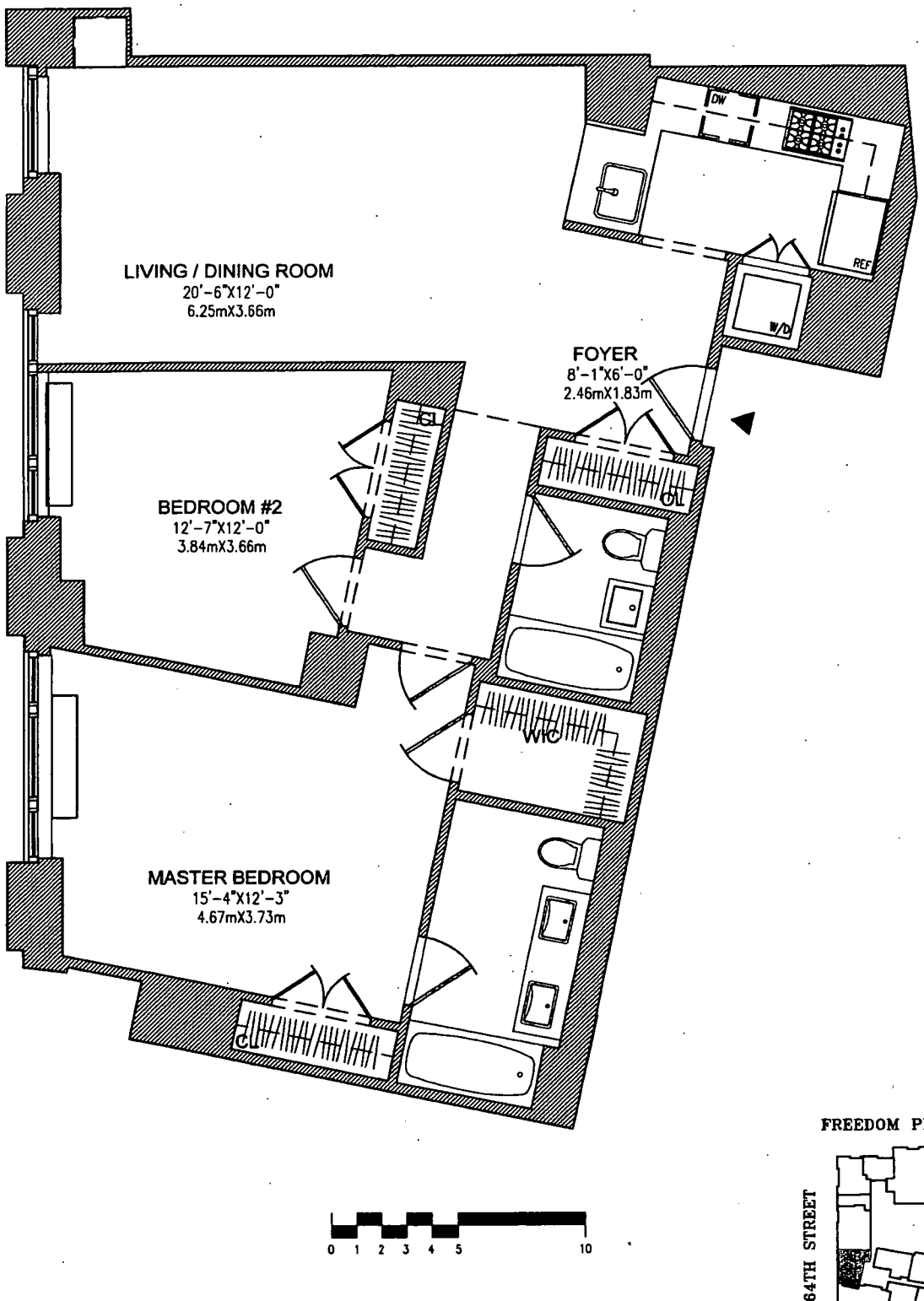
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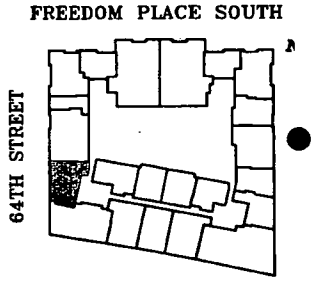
D RESIDENCE

3RD FLOOR

2 BEDROOMS
2 BATHS

THE RUSHMORE





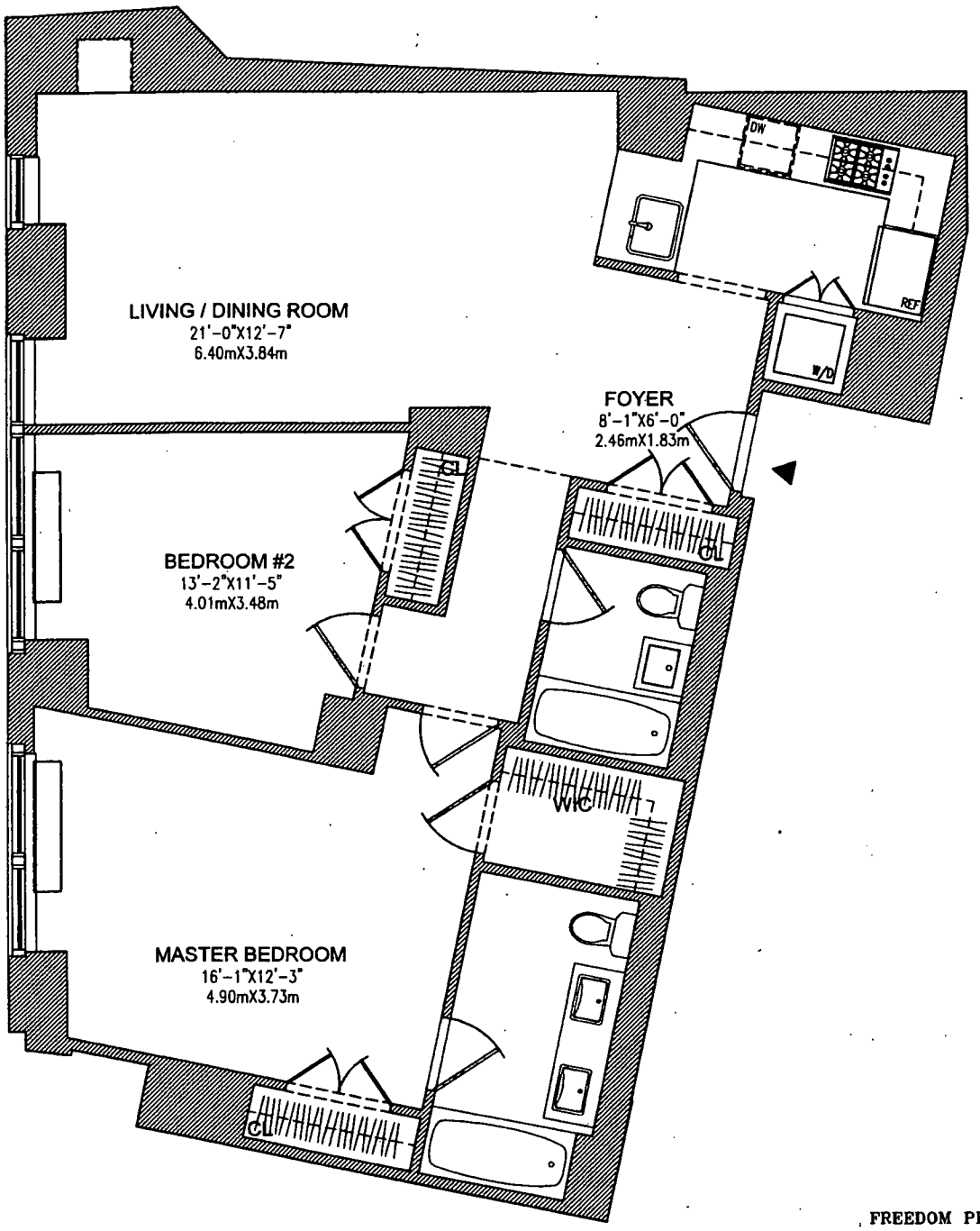
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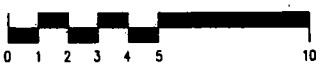
D
RESIDENCE

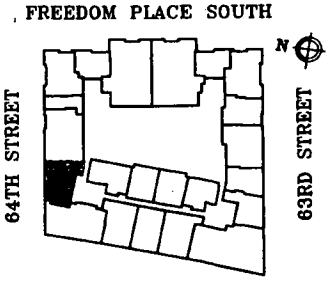
4TH FLOOR

2 BEDROOMS
2 BATHS

THE RUSHMORE







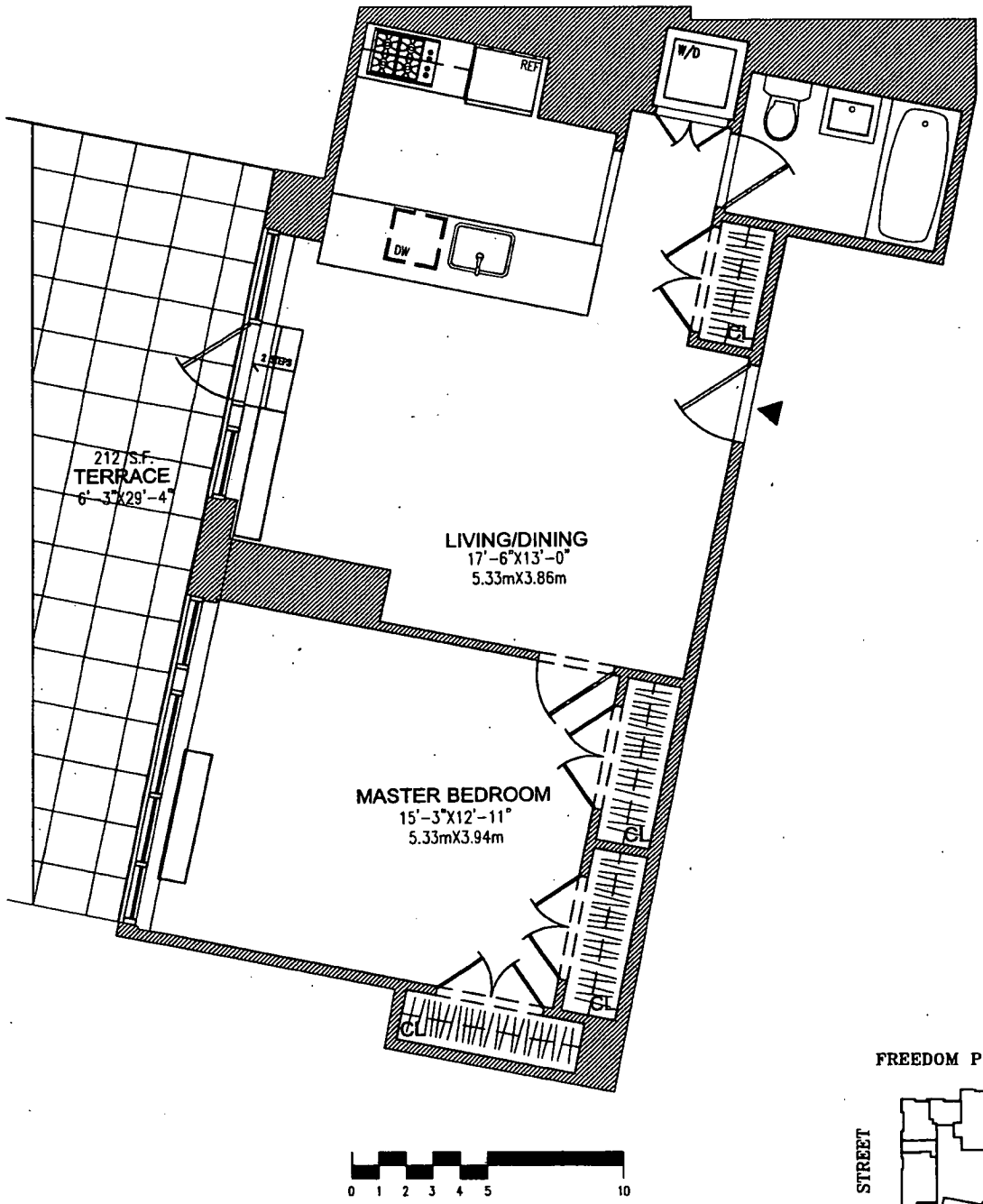
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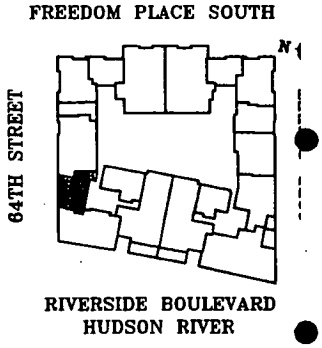
D
RESIDENCE

5TH FLOOR

1 BEDROOM
1 BATH
TERRACE

THE RUSHMORE





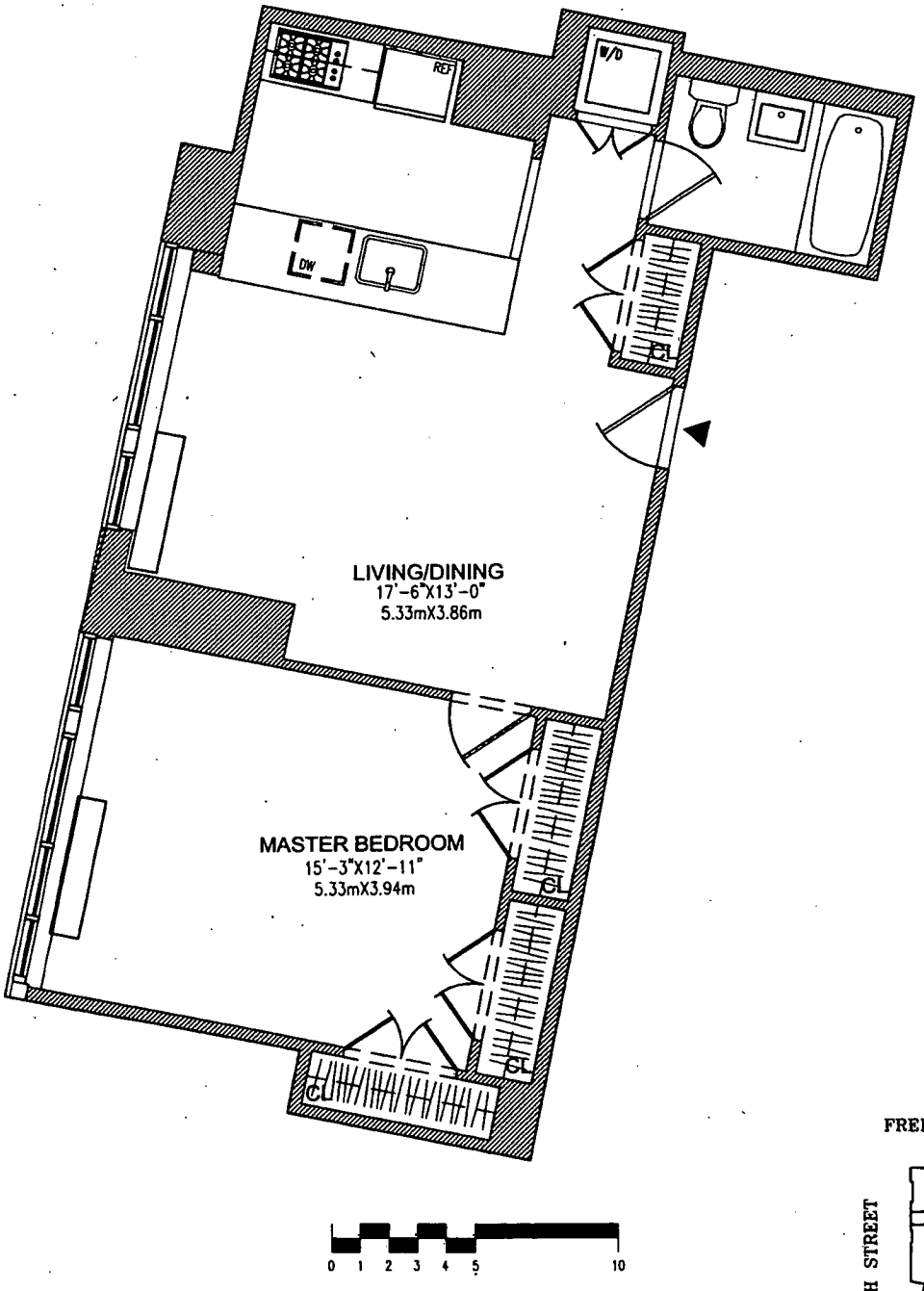
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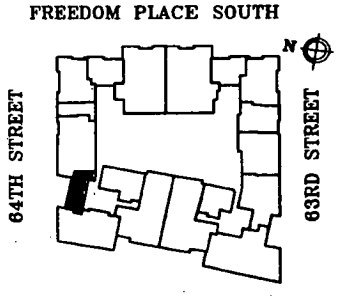
D
RESIDENCE

6TH & 7TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE





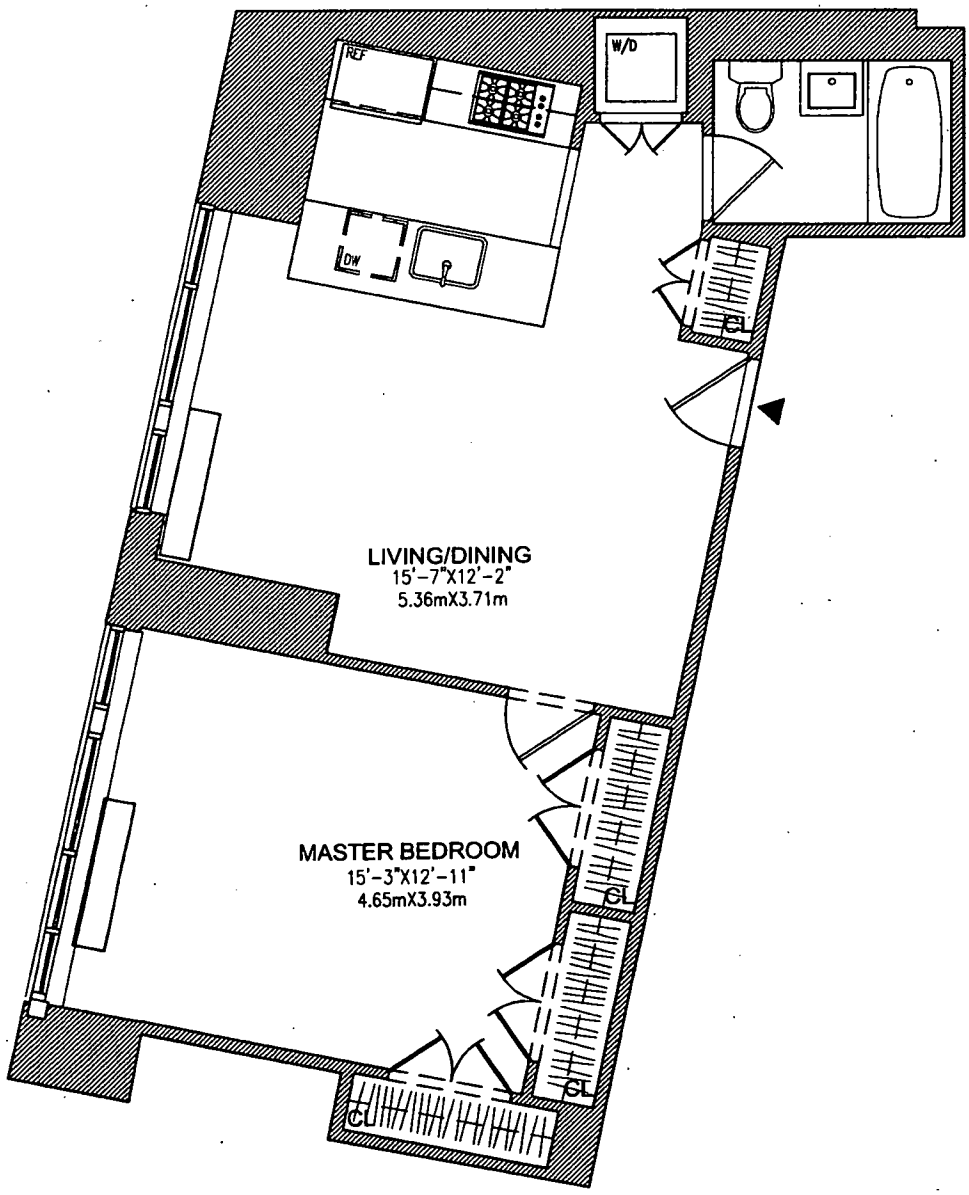
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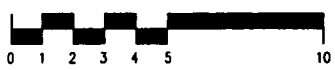
D RESIDENCE

8TH THRU 14TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE

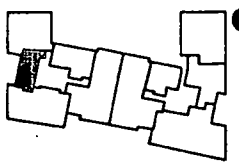




FREEDOM PLACE SOUTH

N

64TH STREET



RIVERSIDE BOULEVARD
HUDSON RIVER

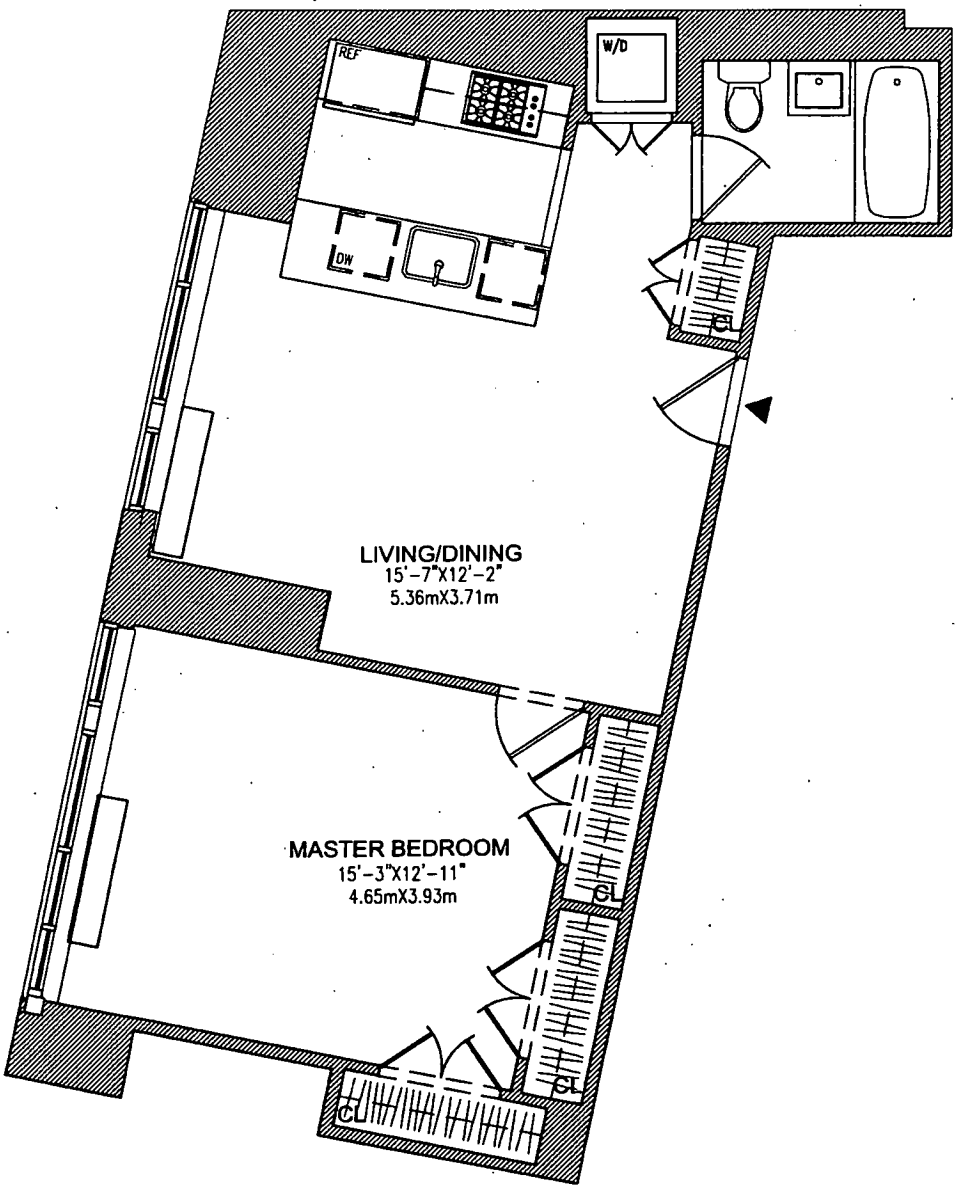
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D
RESIDENCE

15TH FLOOR

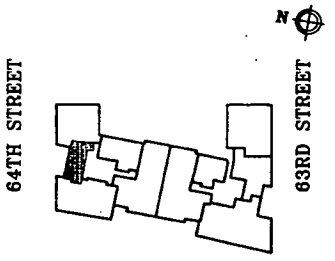
1 BEDROOM
1 BATH

THE RUSHMORE





FREEDOM PLACE SOUTH



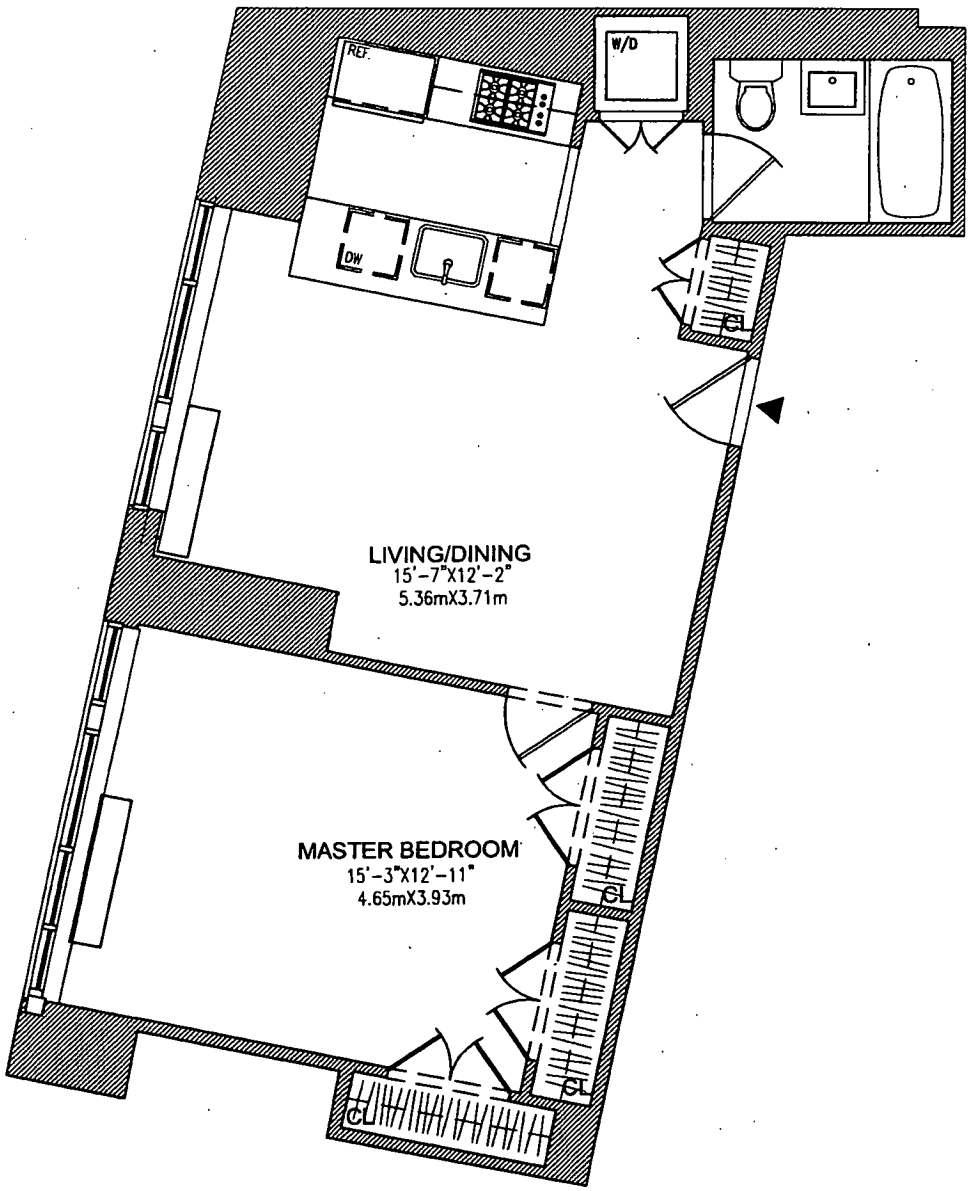
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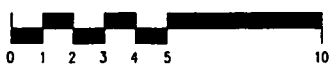
D
RESIDENCE

16TH FLOOR

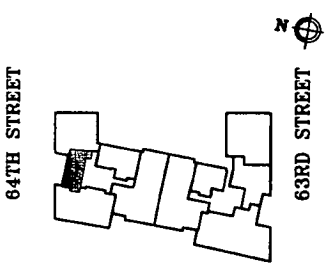
1 BEDROOM
1 BATH

THE RUSHMORE





FREEDOM PLACE SOUTH



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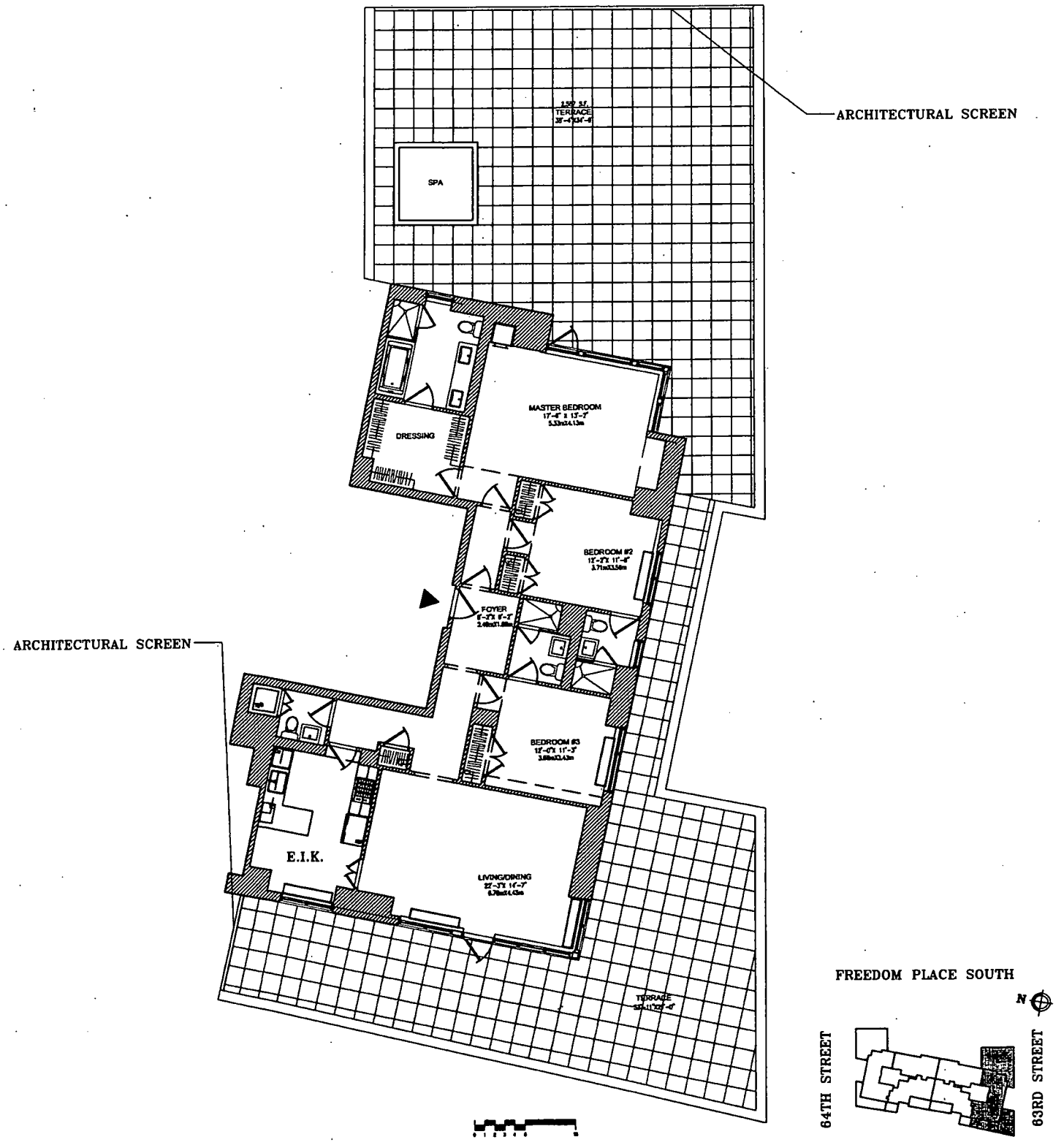
133a

D RESIDENCE

17TH FLOOR

3 BEDROOMS
3.5 BATHS
(2) TERRACES
EAT IN KITCHEN

THE RUSHMORE



FREEDOM PLACE SOUTH

RIVERSIDE BOULEVARD
HUDSON RIVER

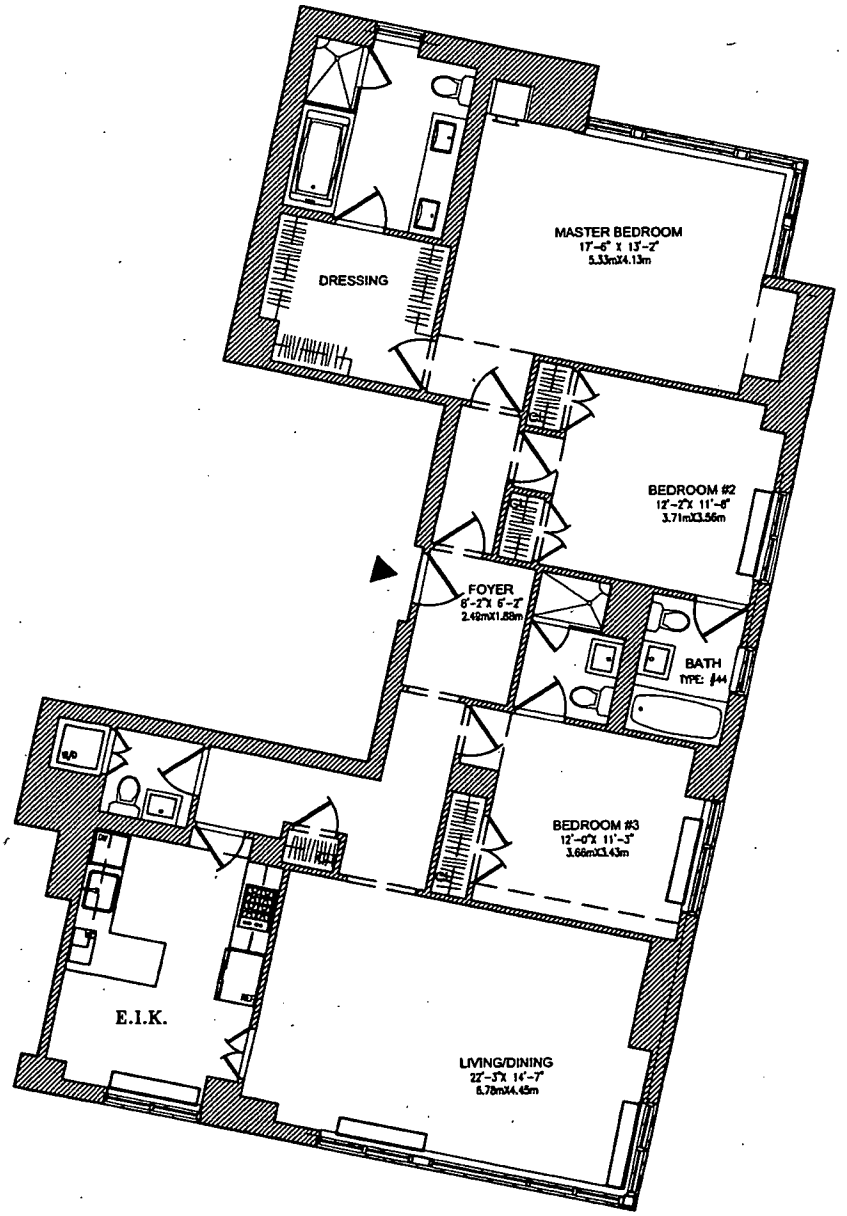
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D
RESIDENCE

18TH & 19TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE

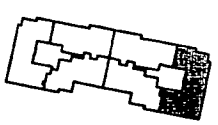




FREEDOM PLACE SOUTH

N

64TH STREET



RIVERSIDE BOULEVARD
HUDSON RIVER

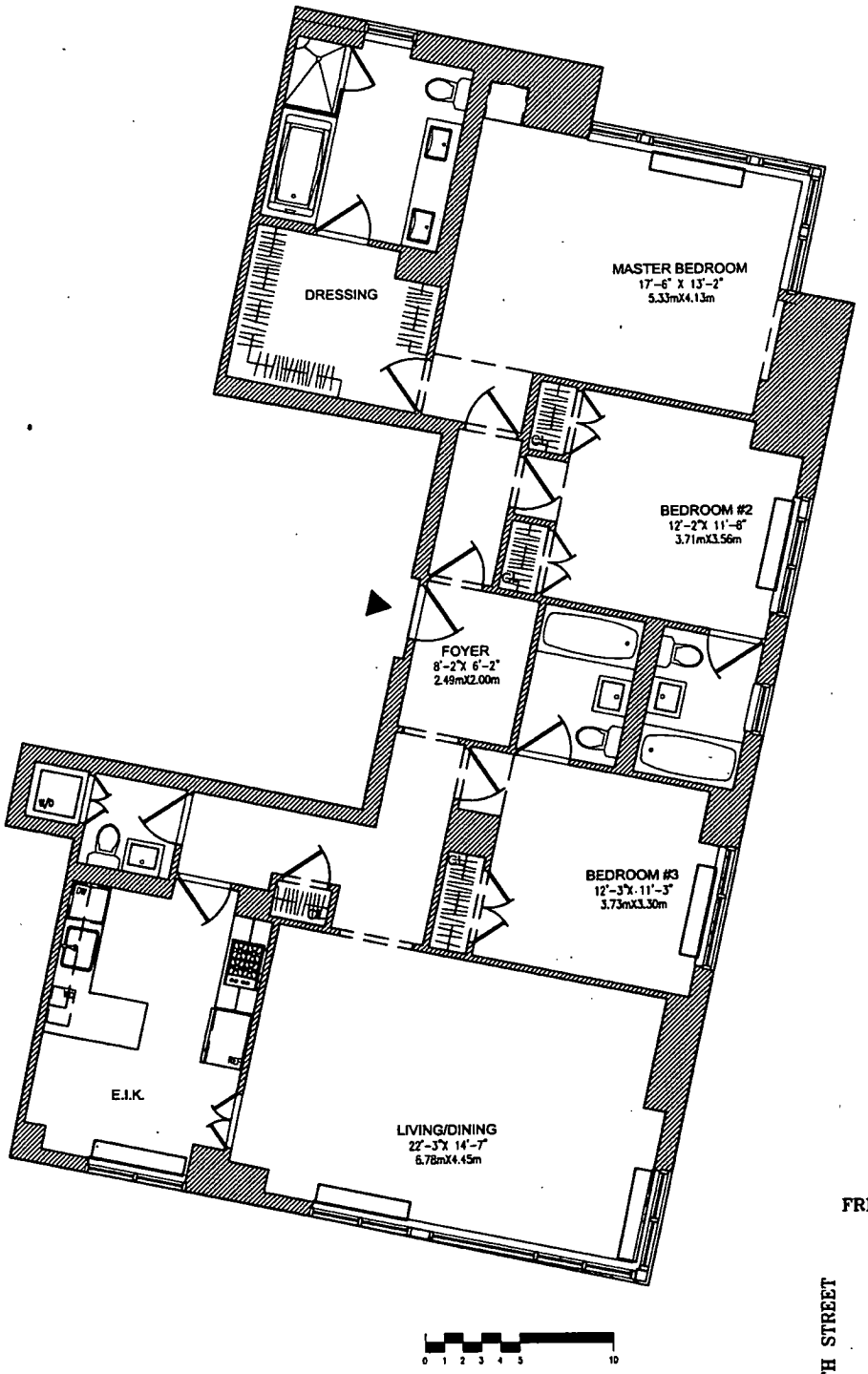
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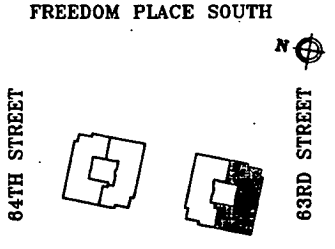
D
RESIDENCE

20TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





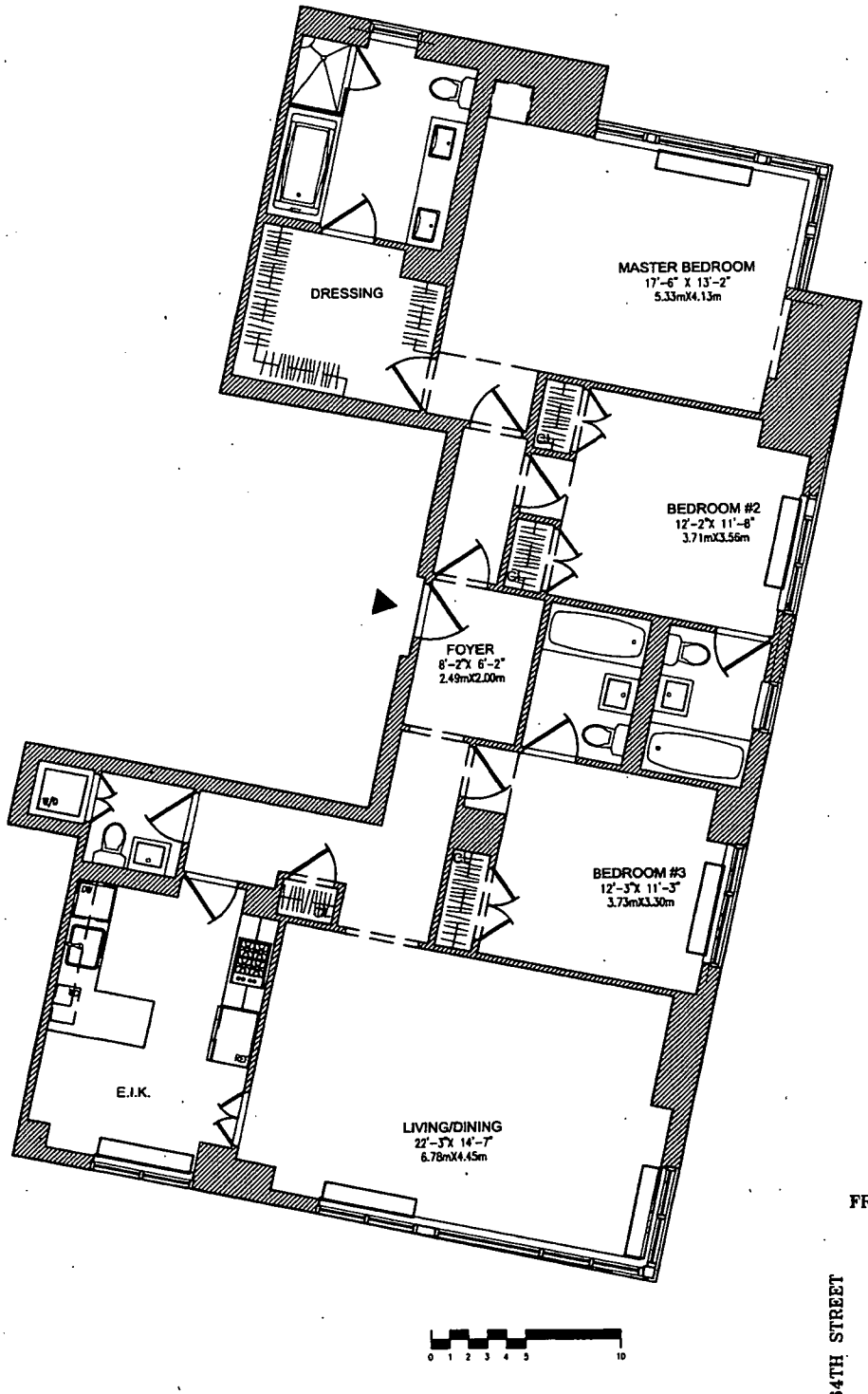
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

D
RESIDENCE

21ST THRU 38TH FLR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

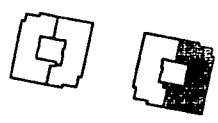
THE RUSHMORE



FREEDOM PLACE SOUTH

N

64TH STREET



RIVERSIDE BOULEVARD
HUDSON RIVER

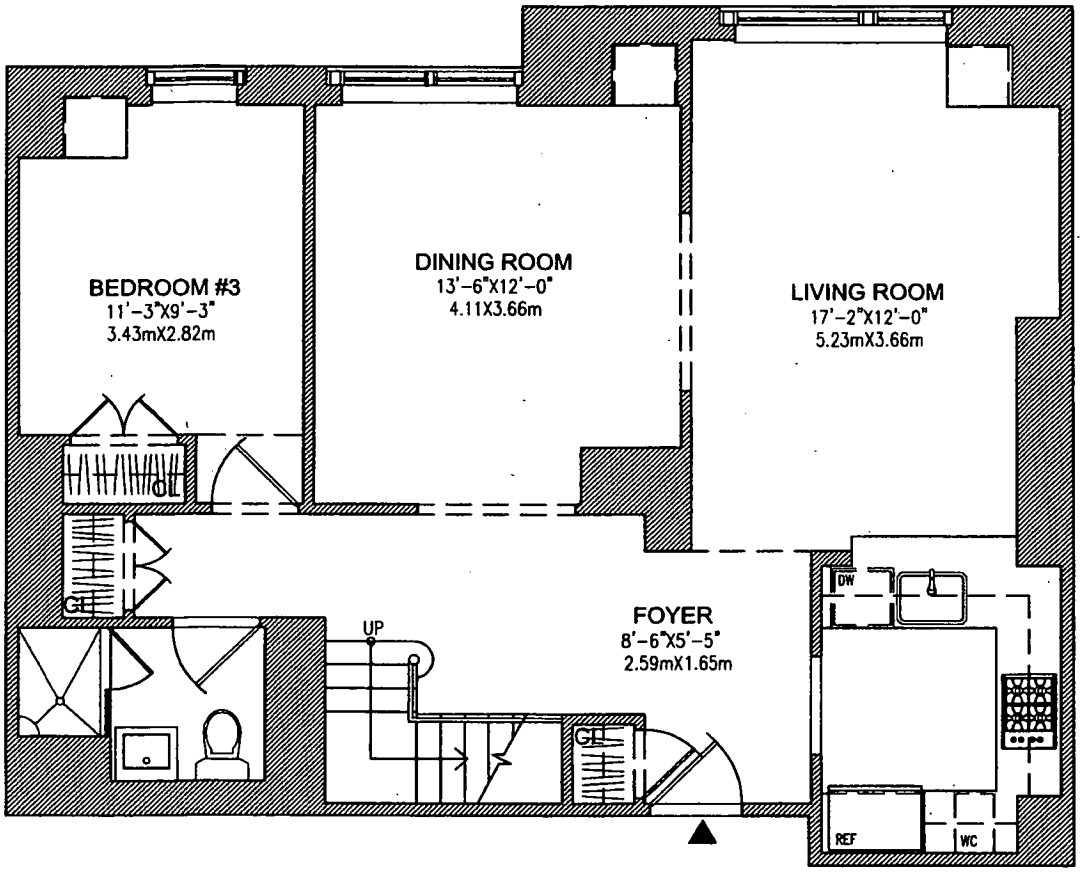
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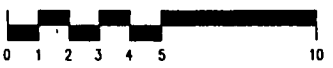
E
RESIDENCE

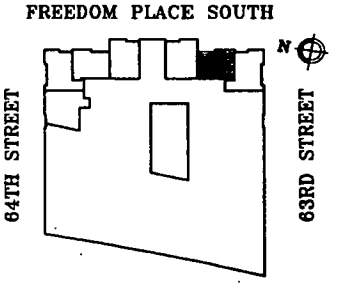
GROUND FLOOR

3 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE







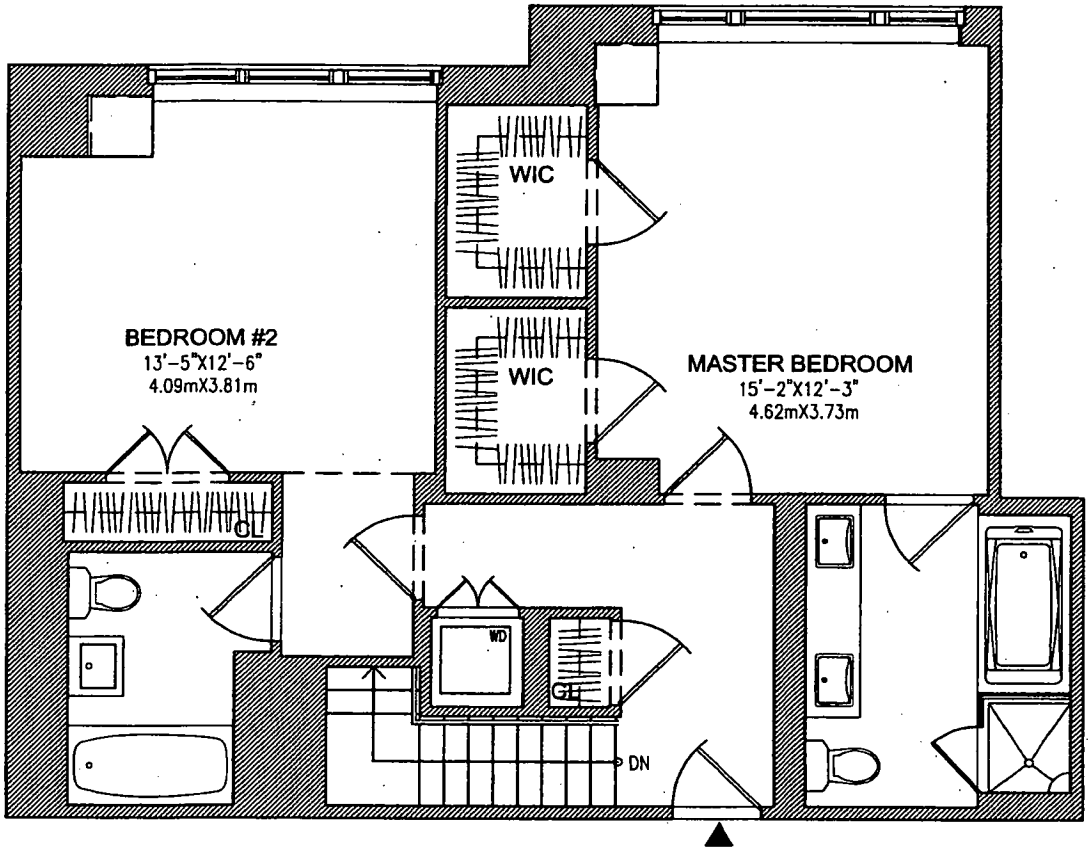
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E
RESIDENCE

MEZZANINE LEVEL

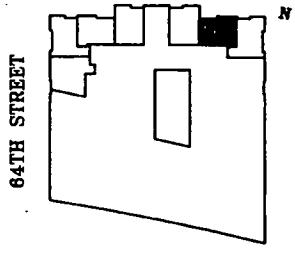
3 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE



0 1 2 3 4 5 10

FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

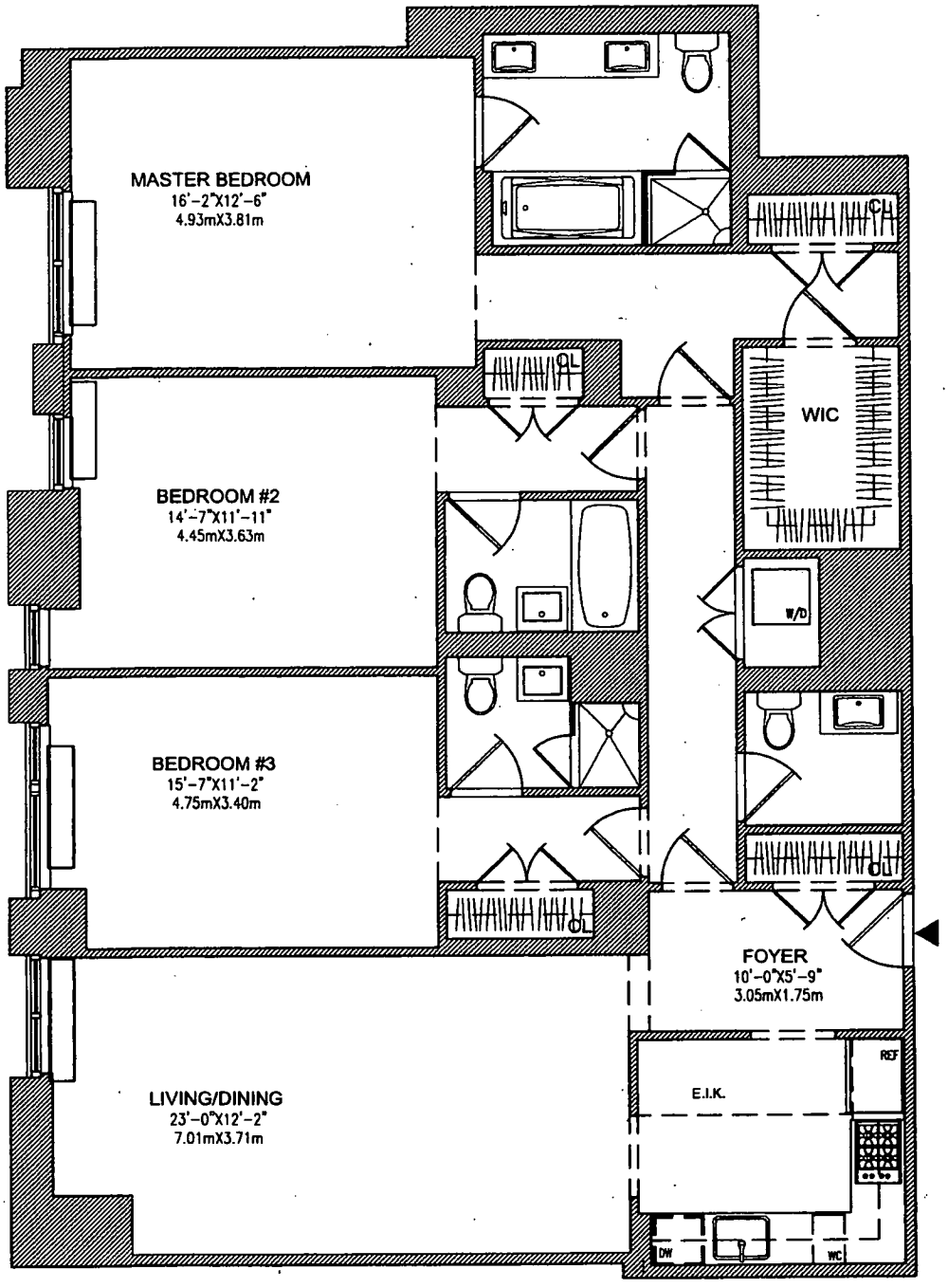
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

E RESIDENCE

3RD FLOOR

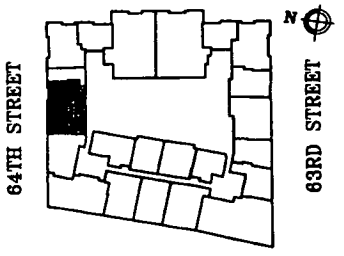
3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

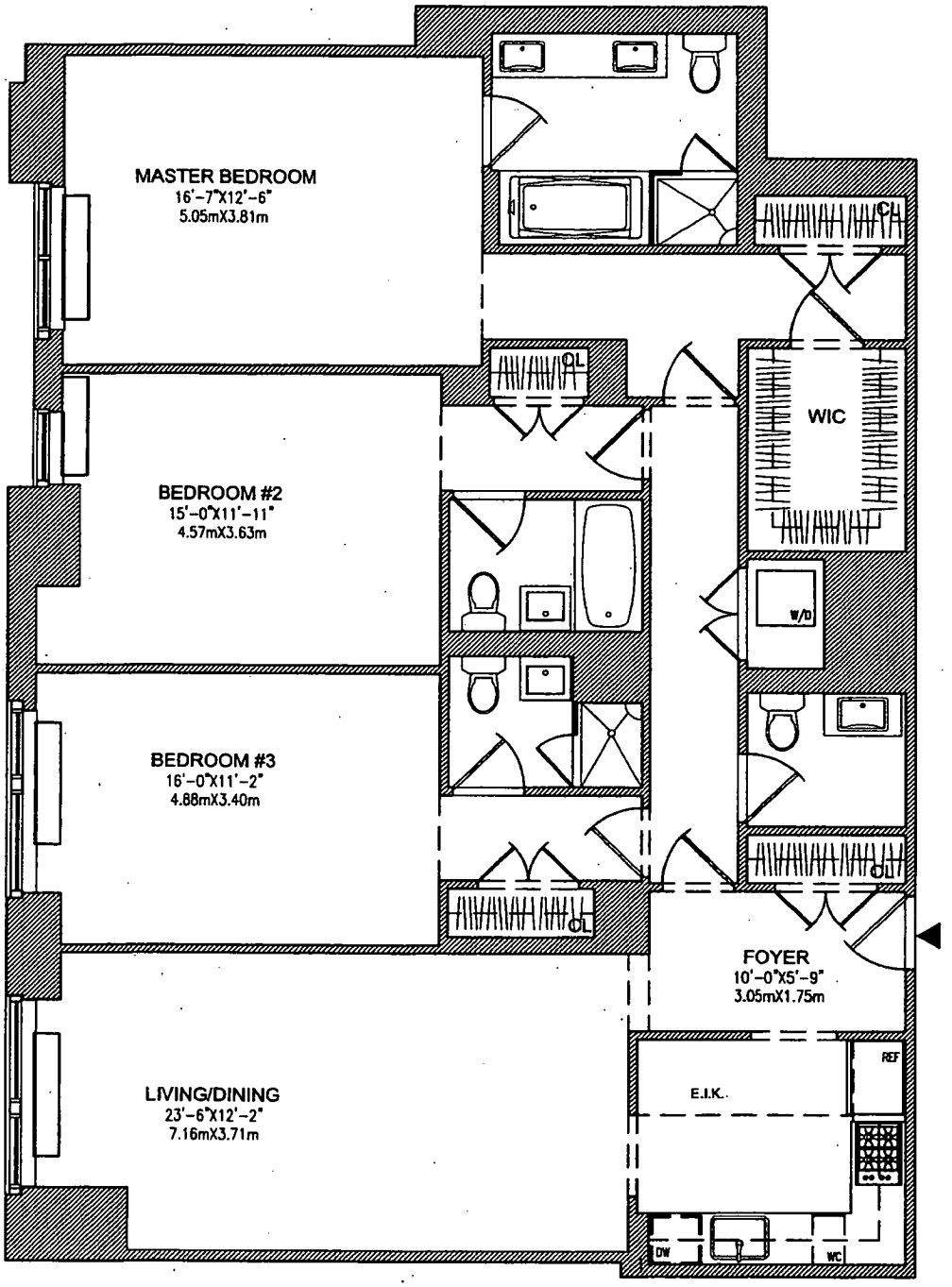
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

E
RESIDENCE

4TH FLOOR

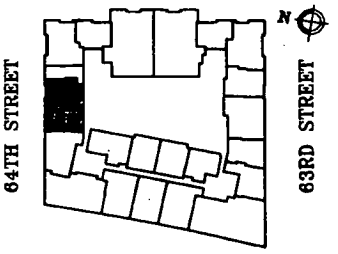
3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

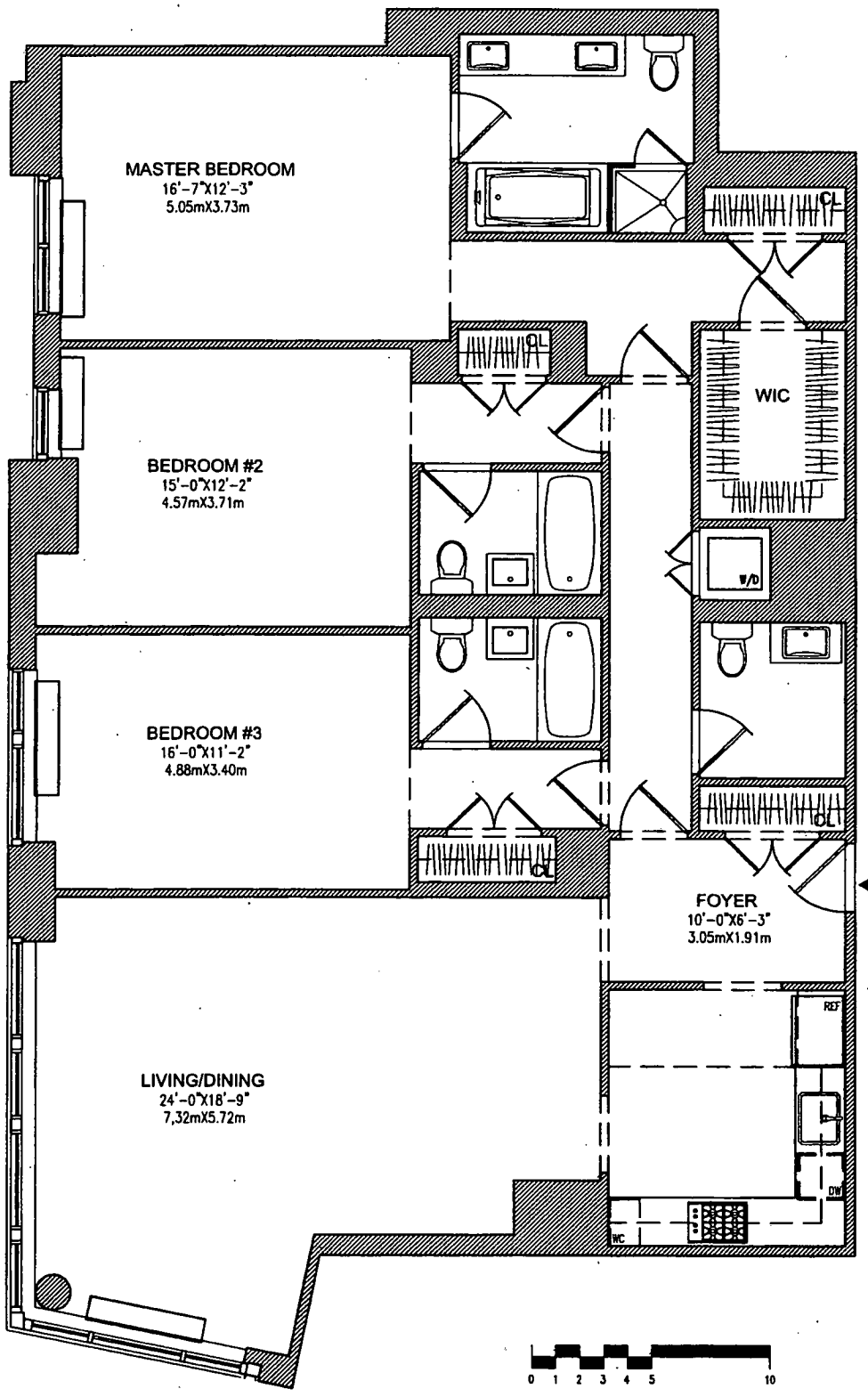
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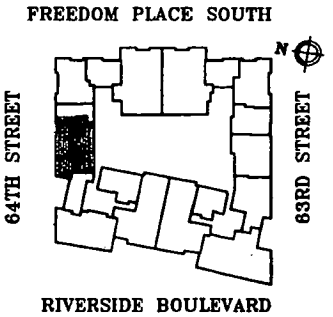
E RESIDENCE

5TH & 6TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





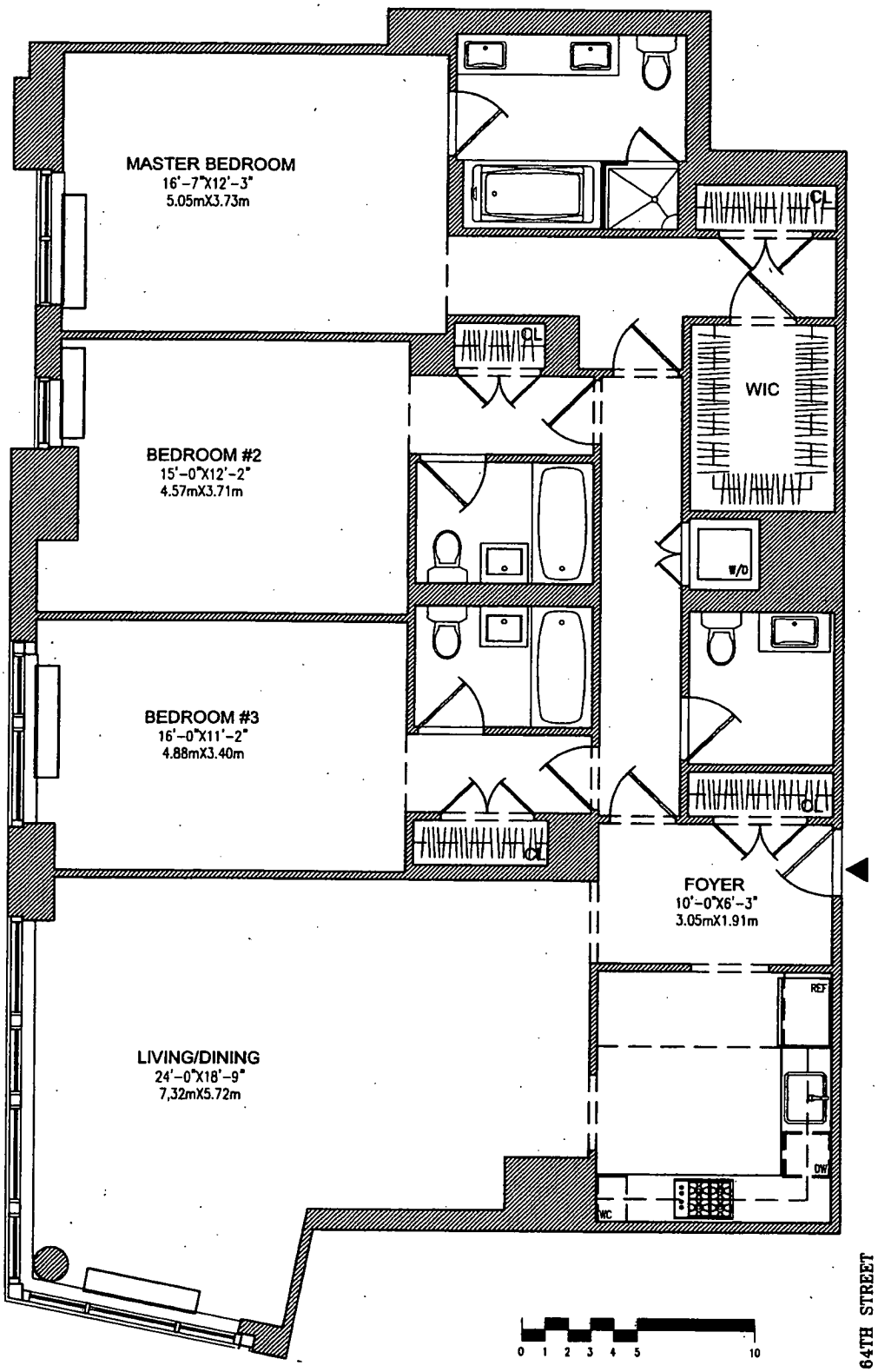
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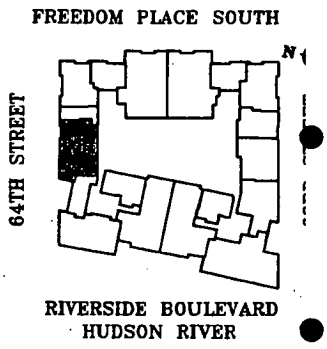
E RESIDENCE

7TH FLOOR

3 BEDROOMS
3.5 BATHS
EAT IN KITCHEN

THE RUSHMORE





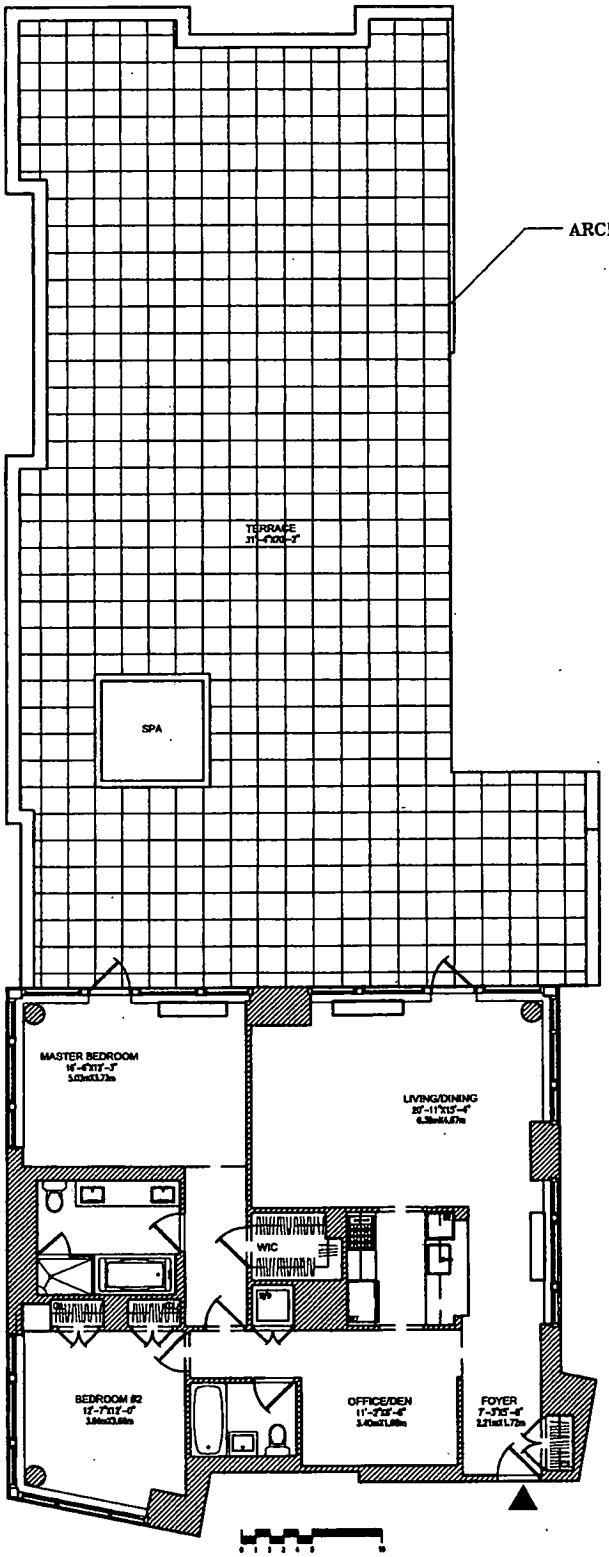
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

E RESIDENCE

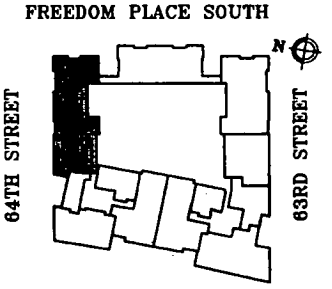
8TH FLOOR

2 BEDROOMS
2 BATHS
OFFICE
TERRACE

THE RUSHMORE



All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

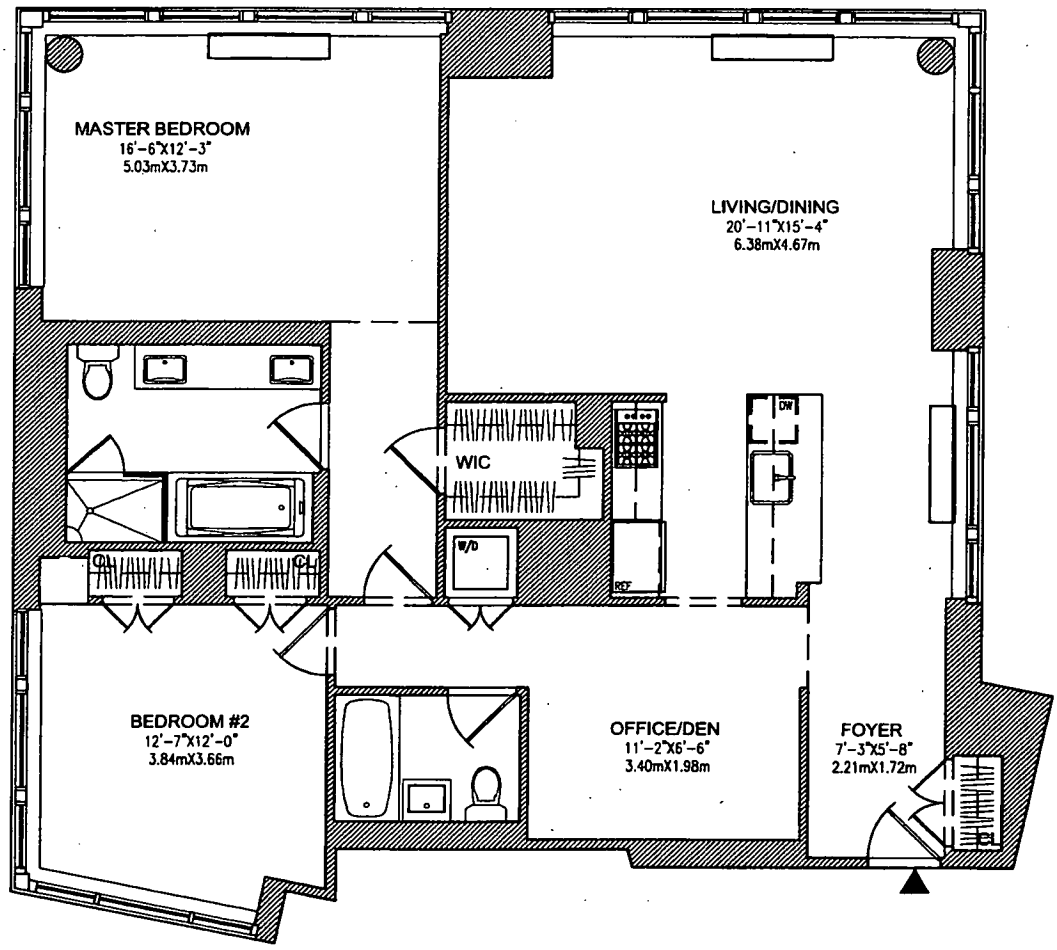


E
RESIDENCE

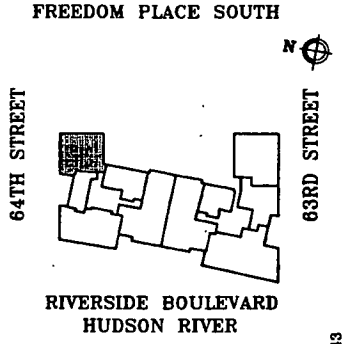
9TH THRU 16TH FLOOR

2 BEDROOMS
2 BATHS
OFFICE/DEN

THE RUSHMORE







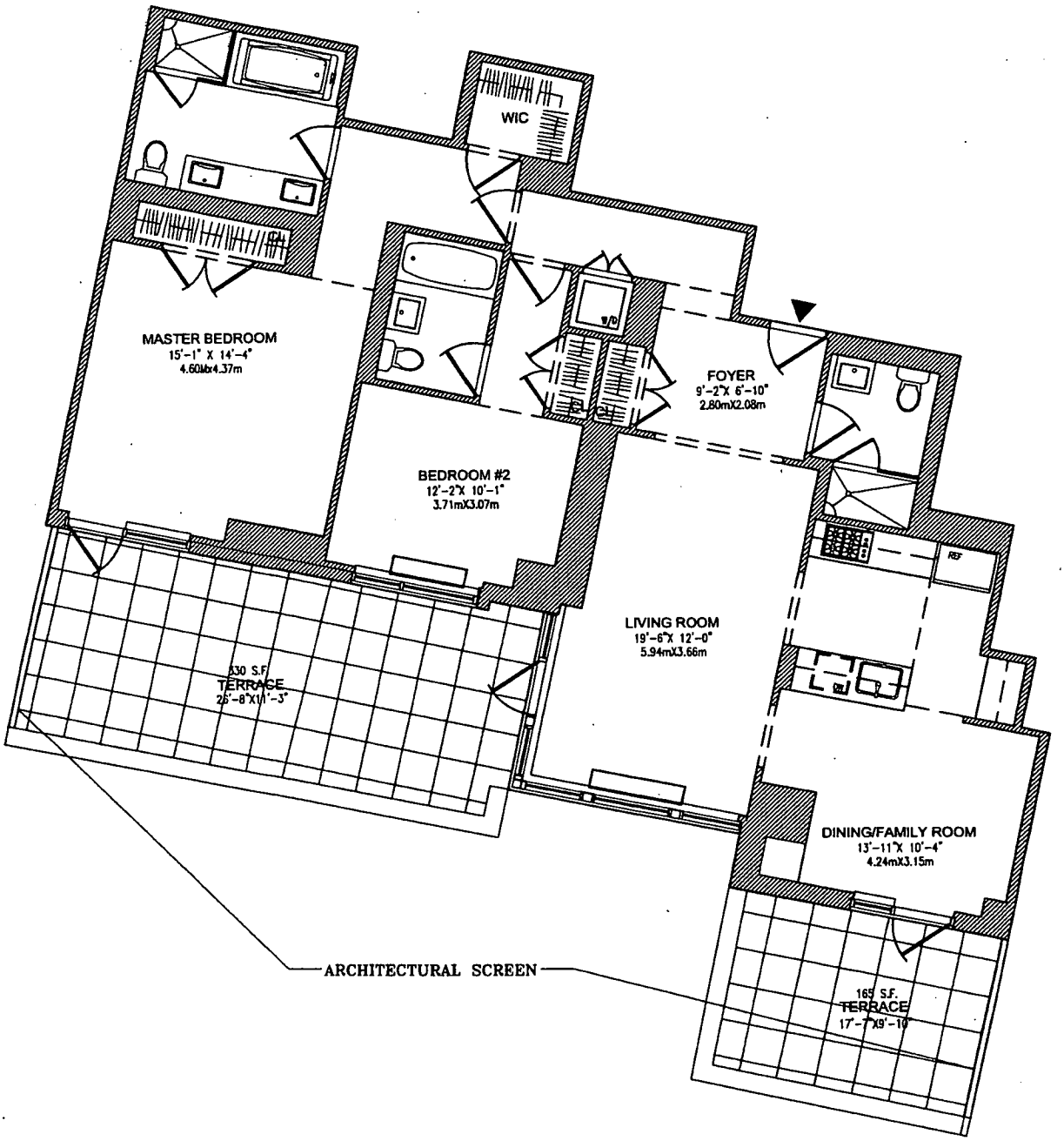
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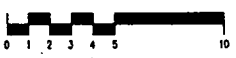
E RESIDENCE

17TH FLOOR

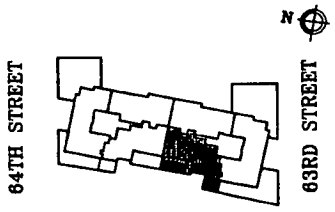
2 BEDROOMS
3 BATHS
DINING ROOM
(2) TERRACES

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

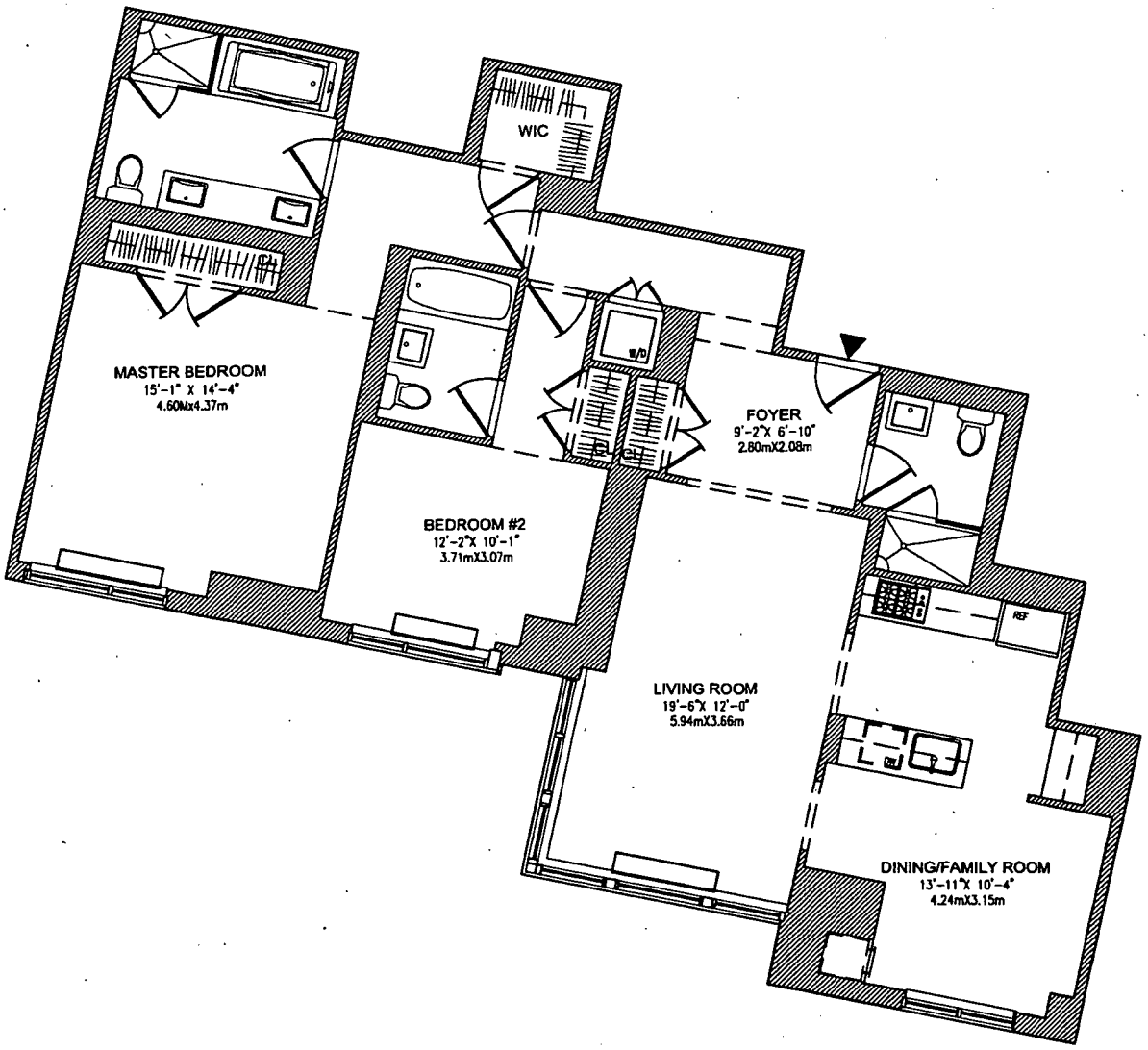
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

E RESIDENCE

18TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE





FREEDOM PLACE SOUTH

N

64TH STREET



All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

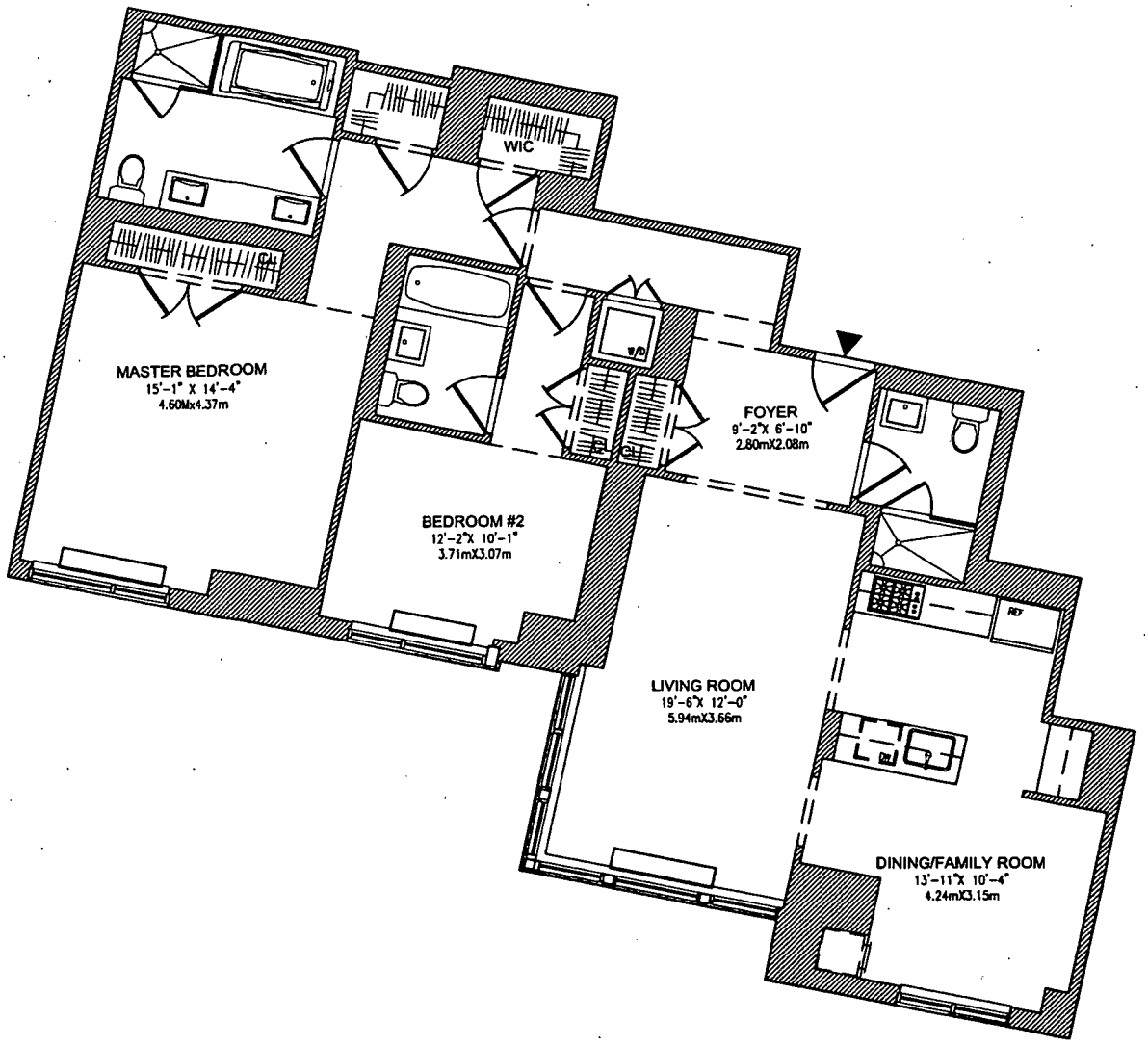
RIVERSIDE BOULEVARD
HUDSON RIVER

E RESIDENCE

19TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE





FREEDOM PLACE SOUTH

N

64TH STREET



63RD STREET

RIVERSIDE BOULEVARD
HUDSON RIVER

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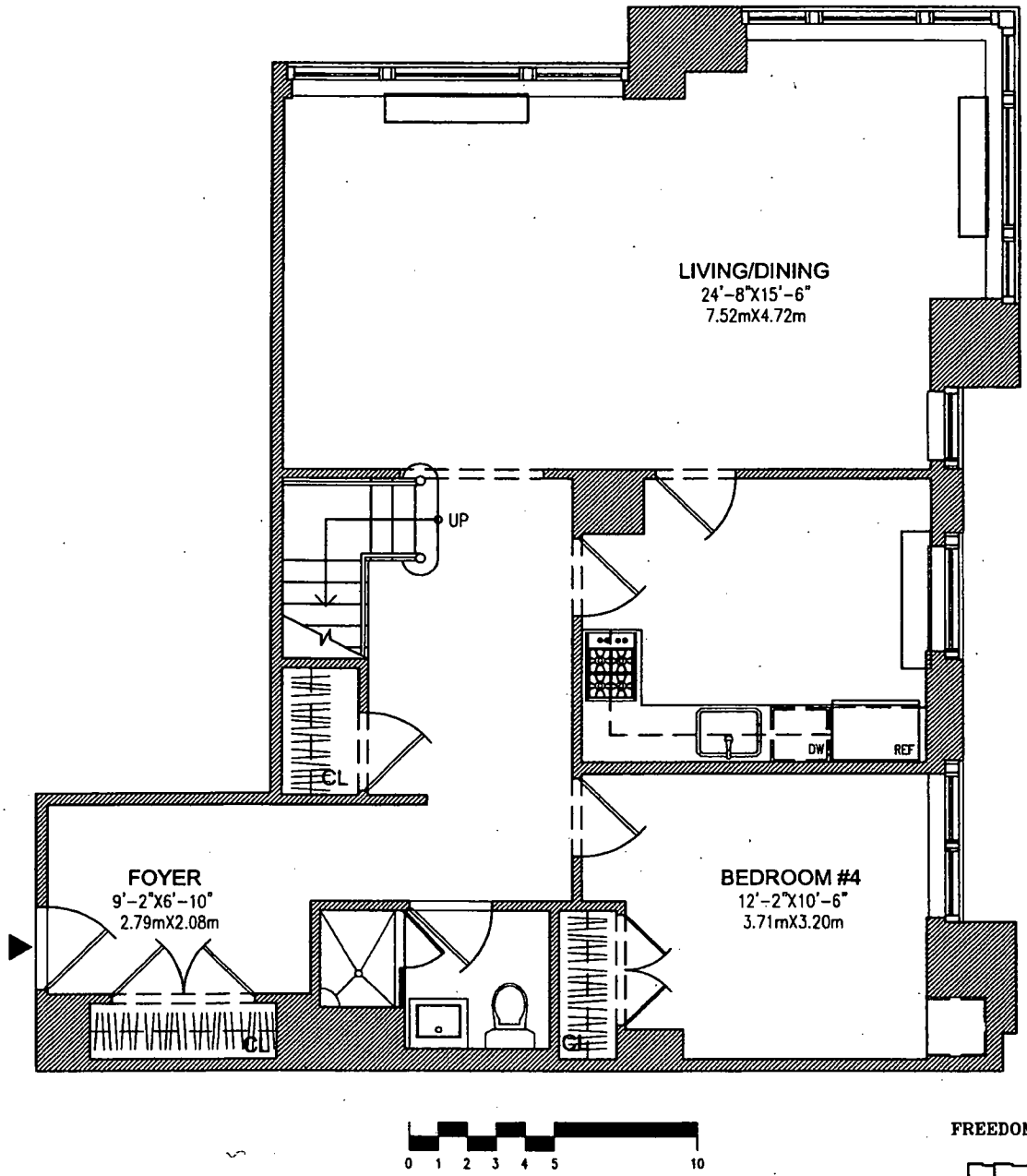
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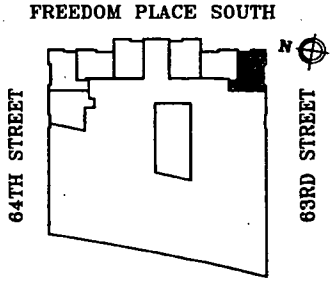
F
RESIDENCE

GROUND FLOOR

4 BEDROOMS
4 BATHS
UTILITY ROOM
EAT IN KITCHEN

THE RUSHMORE





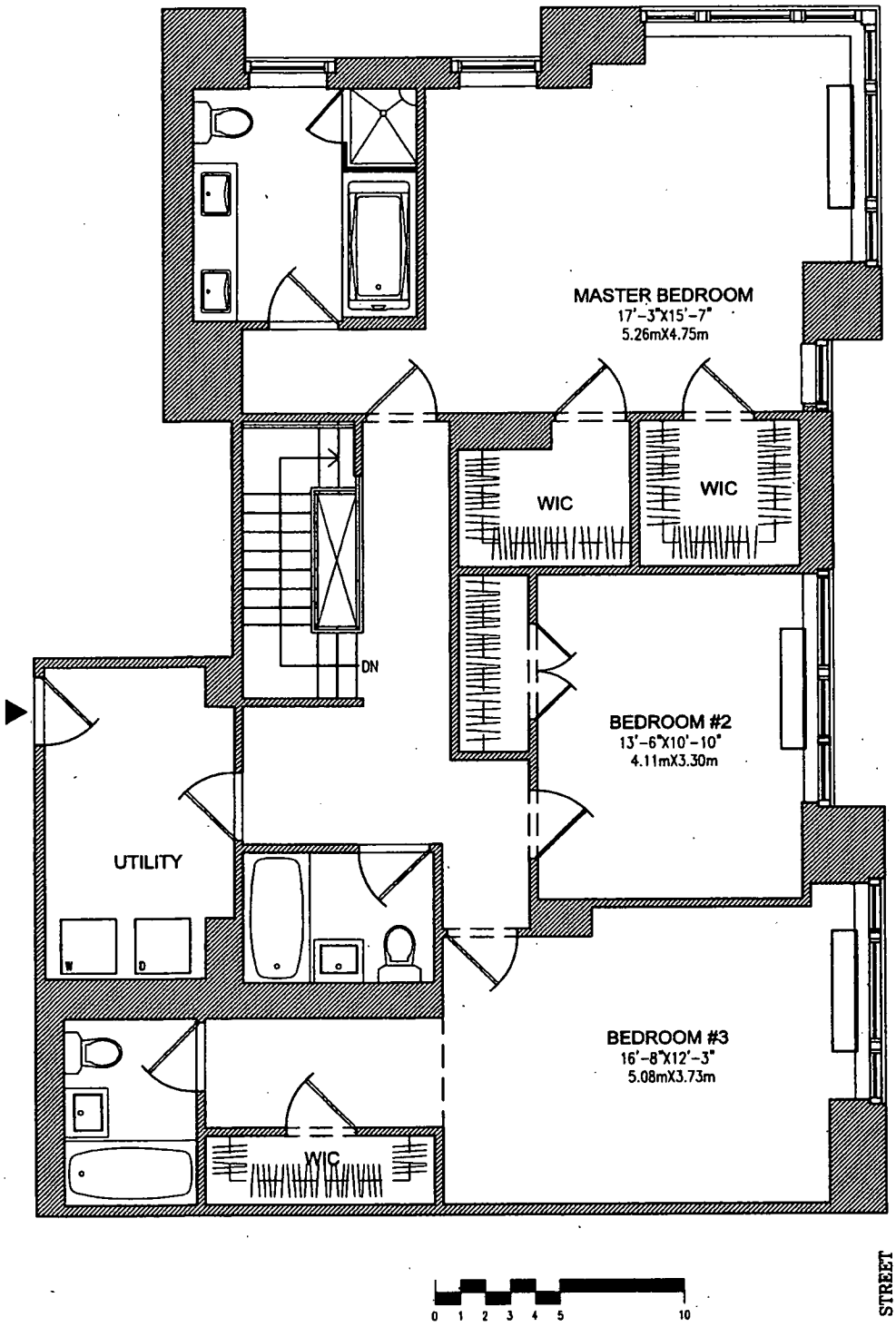
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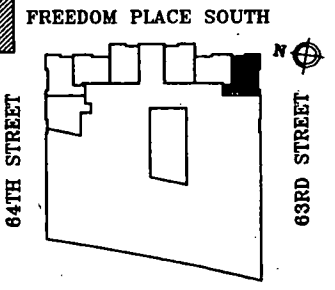
F
RESIDENCE

MEZZANINE LEVEL

4 BEDROOMS
4 BATHS
UTILITY ROOM

THE RUSHMORE





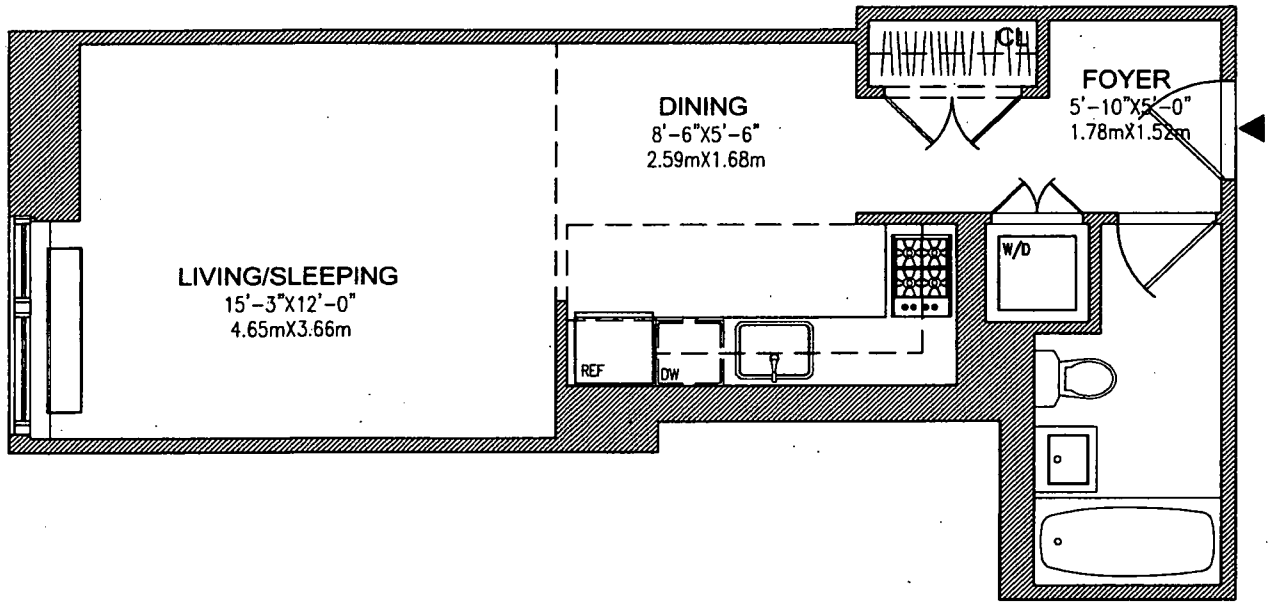
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F
RESIDENCE

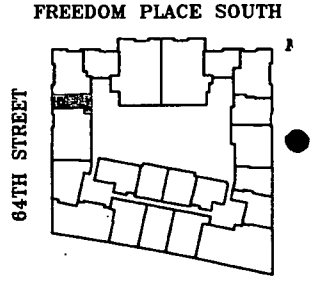
3RD THRU 7TH FLOOR

STUDIO
1 BATH

THE RUSHMORE







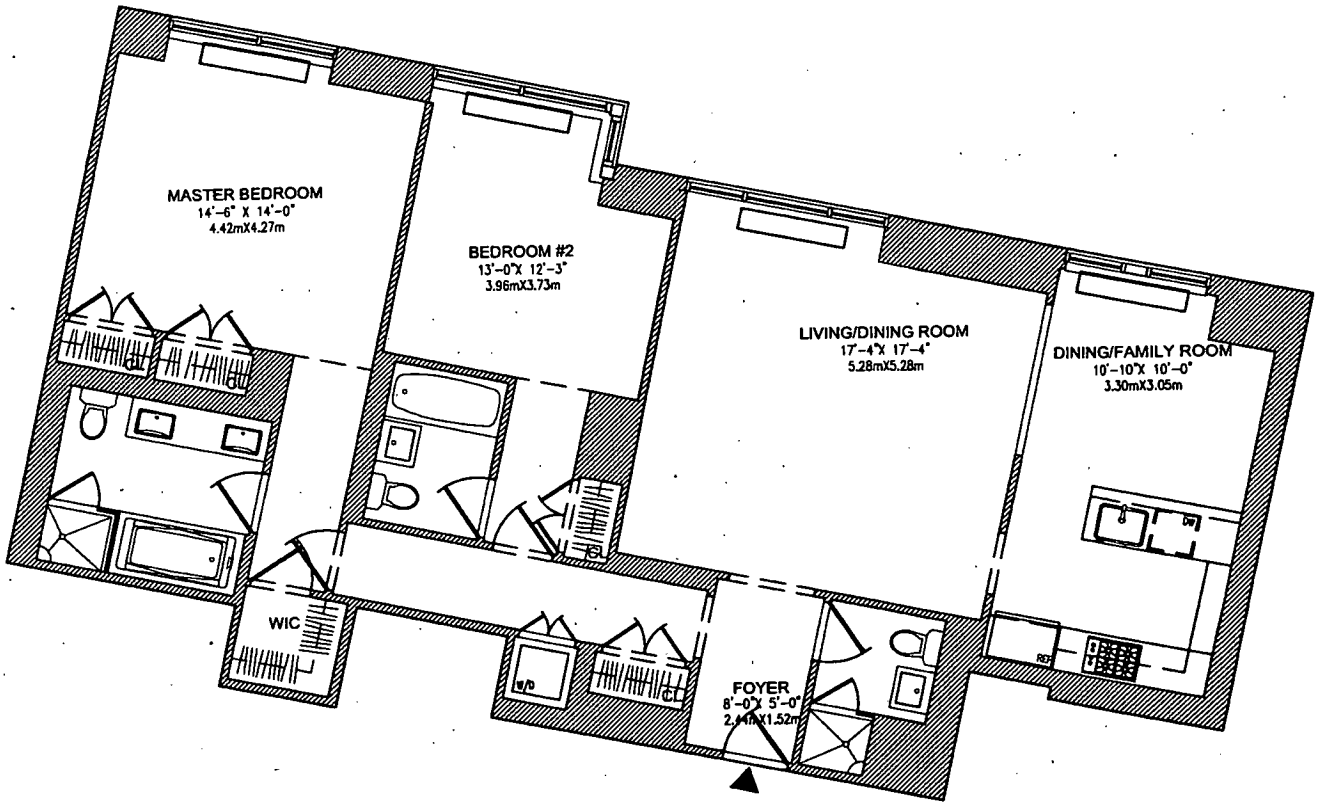
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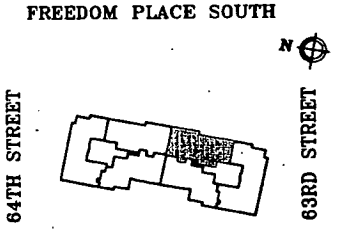
F
RESIDENCE

17TH & 18TH FLOOR

2 BEDROOMS
3 BATHS
DINING ROOM

THE RUSHMORE





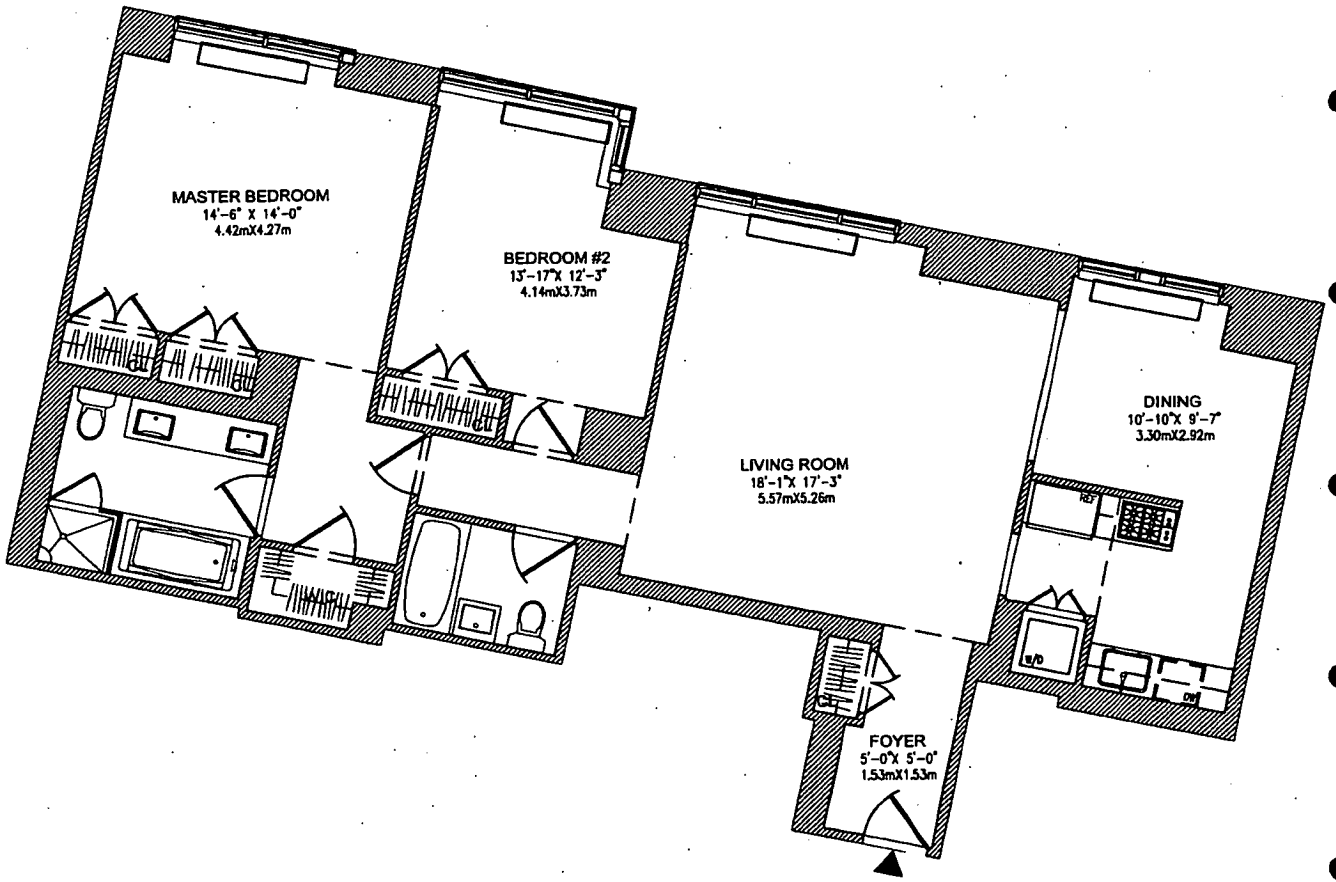
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

F RESIDENCE

19TH FLOOR

2 BEDROOMS
2 BATHS
DINING ROOM

THE RUSHMORE





FREEDOM PLACE SOUTH

N

64TH STREET



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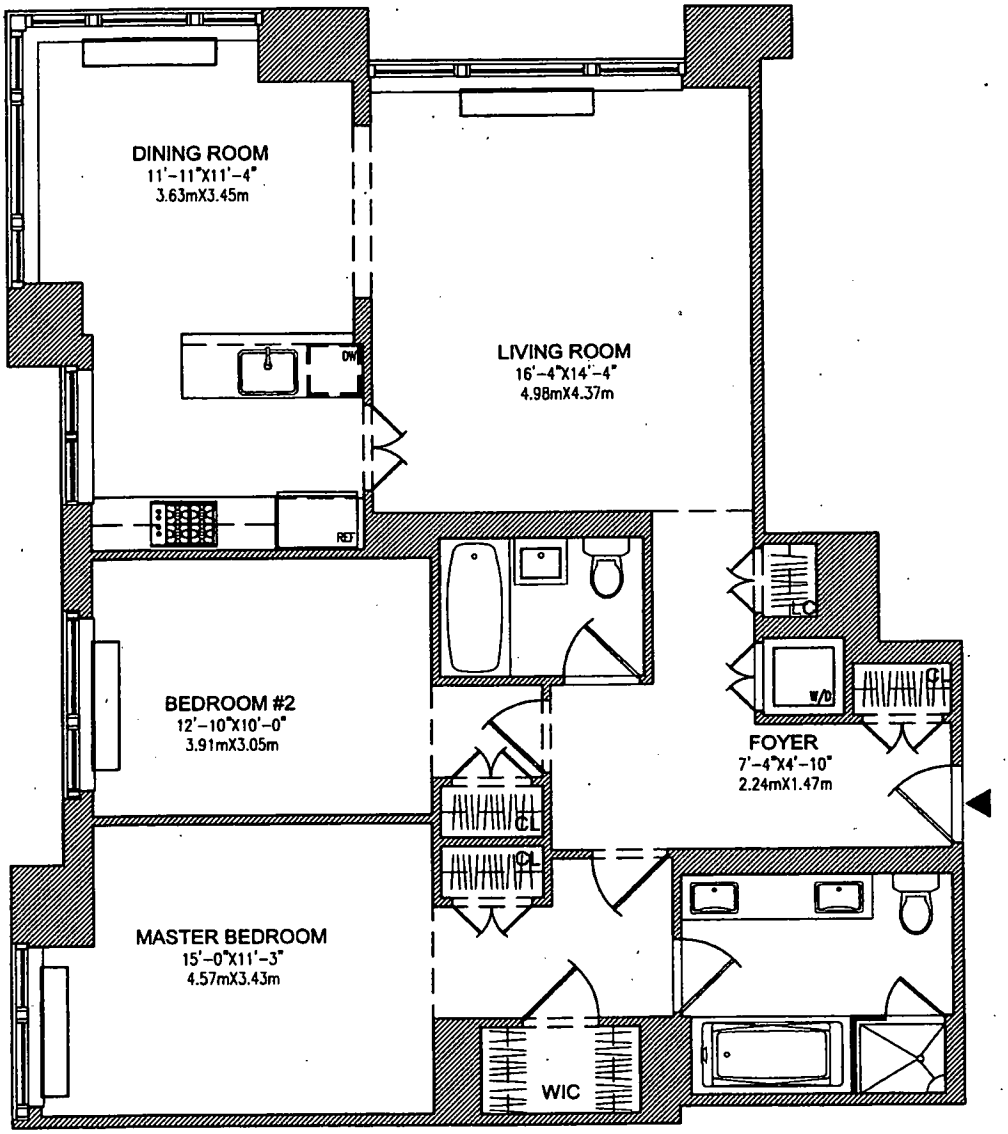
RIVERSIDE BOULEVARD
HUDSON RIVER

THE RUSHMORE

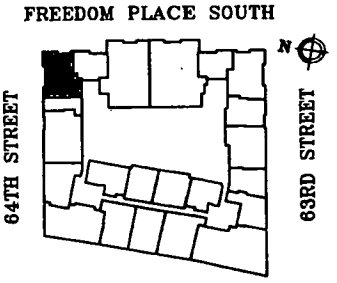
G RESIDENCE

3RD THRU 7TH FLOOR

2 BEDROOMS
2 BATHS
DINING ROOM







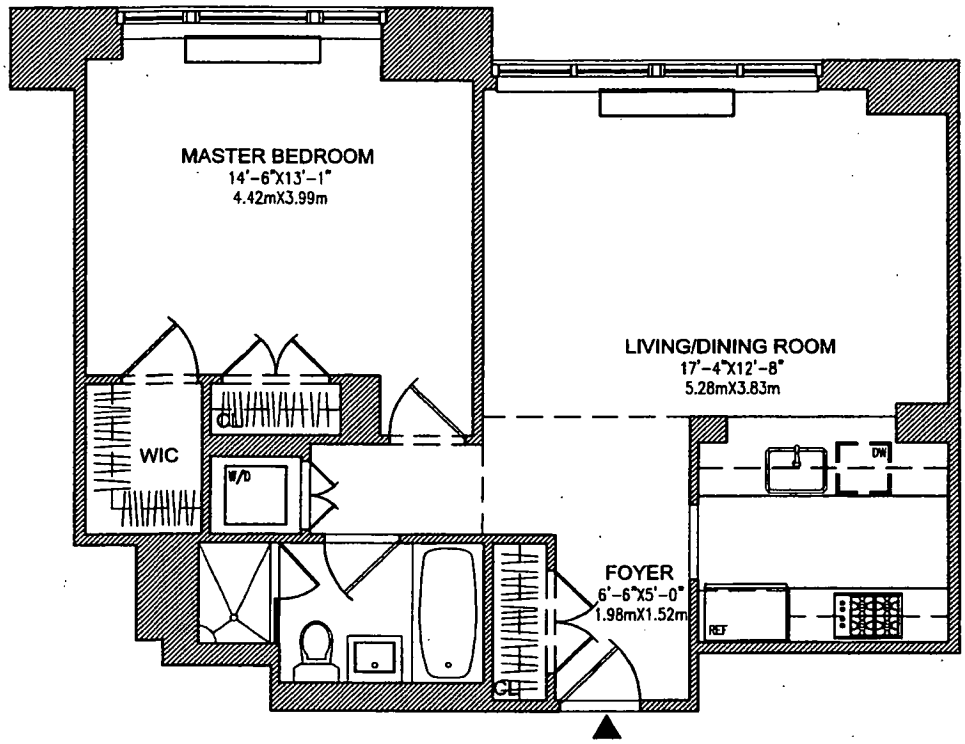
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H
RESIDENCE

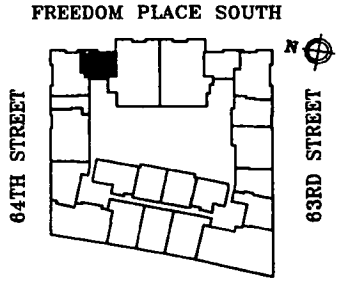
3RD THRU 7TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE







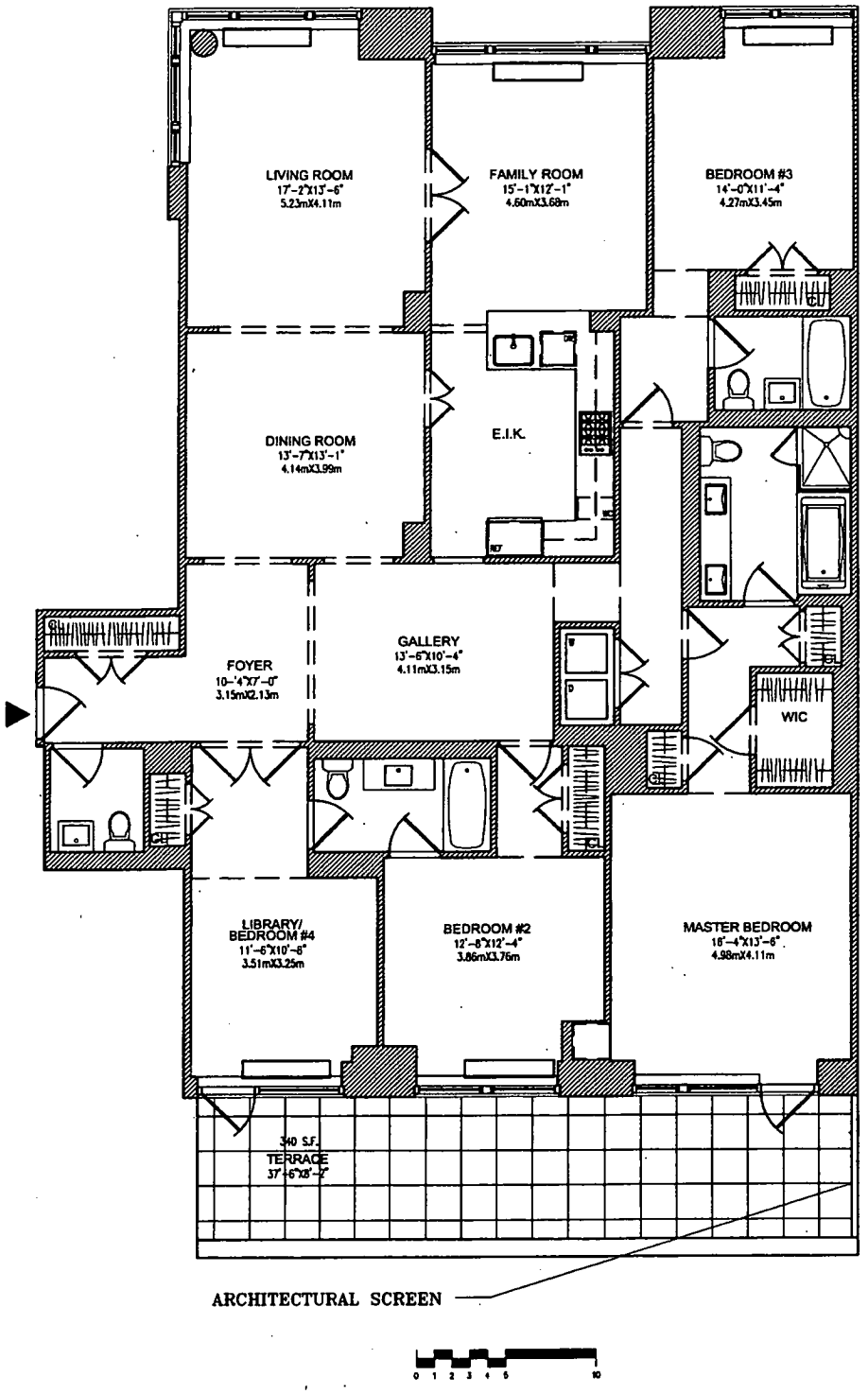
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J
RESIDENCE

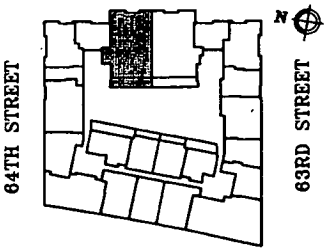
3RD FLOOR

4 BEDROOMS
4.5 BATHS
GALLERY
DINING ROOM
FAMILY ROOM
EAT-IN KITCHEN
TERRACE

THE RUSHMORE



FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

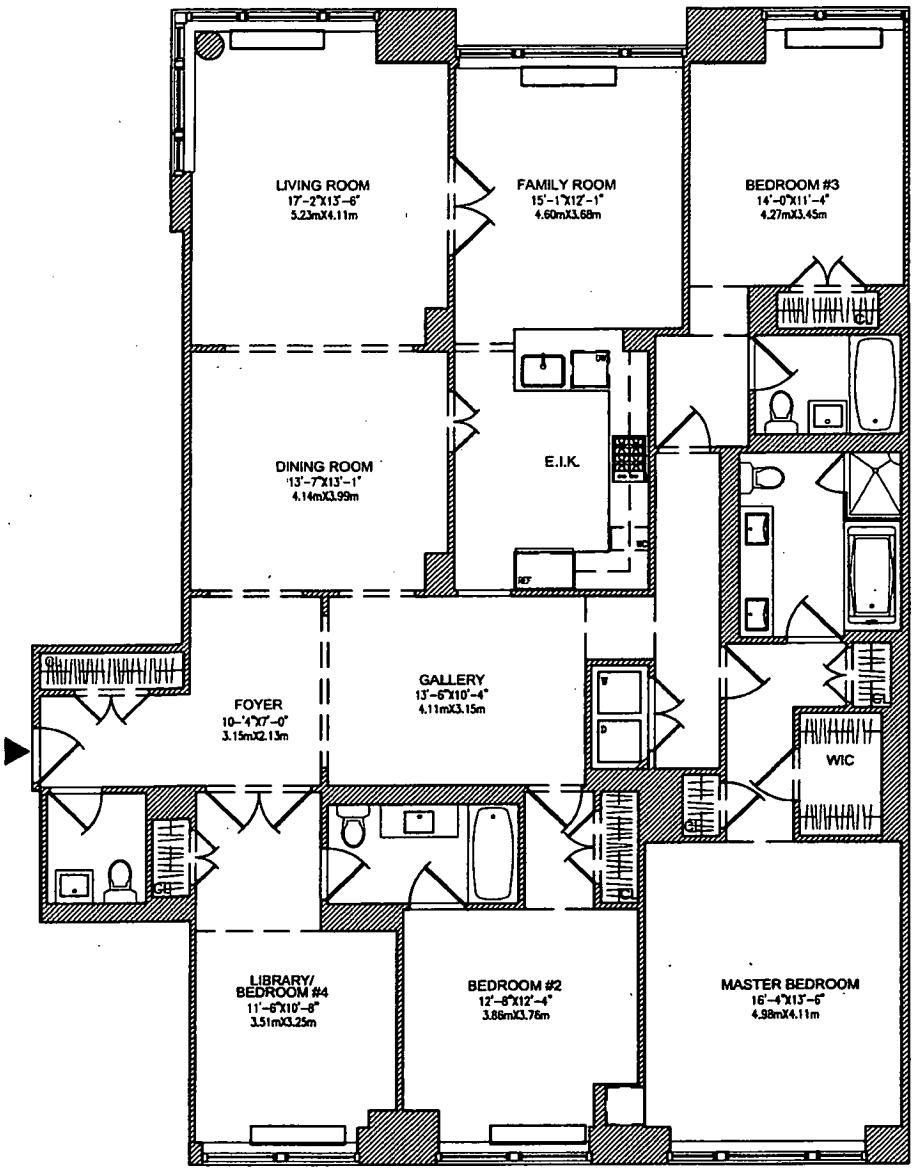
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

J RESIDENCE

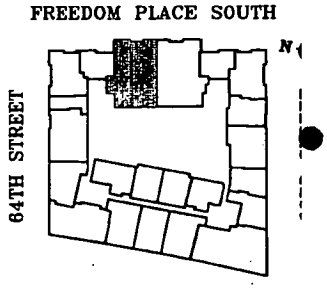
4TH THRU 7TH FLOOR

4 BEDROOMS
4.5 BATHS
GALLERY
DINING ROOM
FAMILY ROOM
EAT-IN KITCHEN

THE RUSHMORE







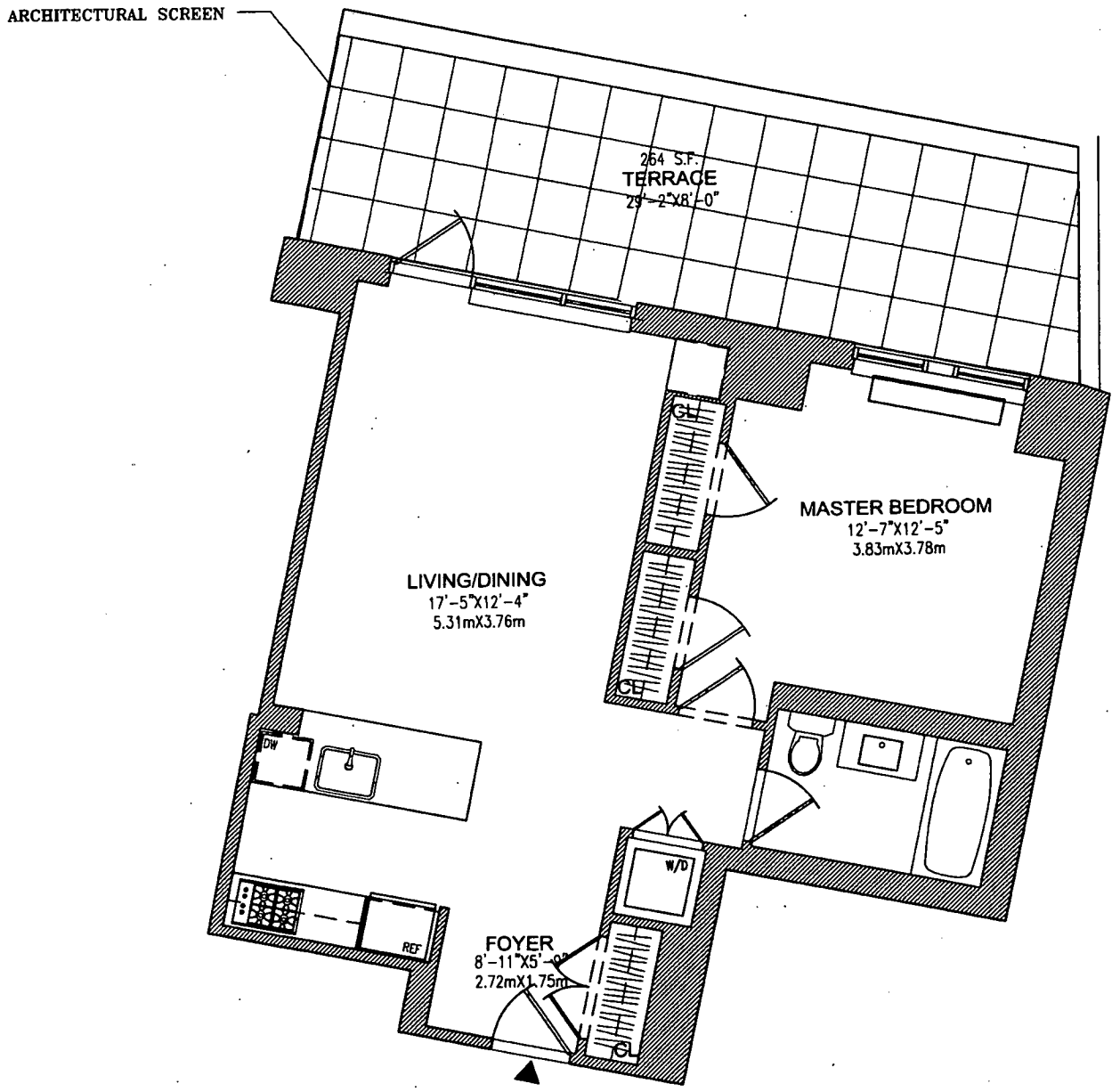
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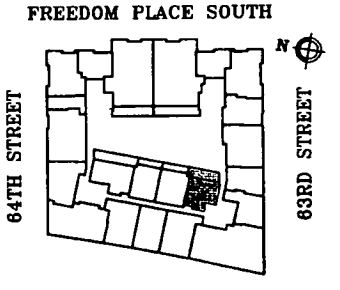
K RESIDENCE

3RD FLOOR

1 BEDROOM
1 BATH
TERRACE

THE RUSHMORE





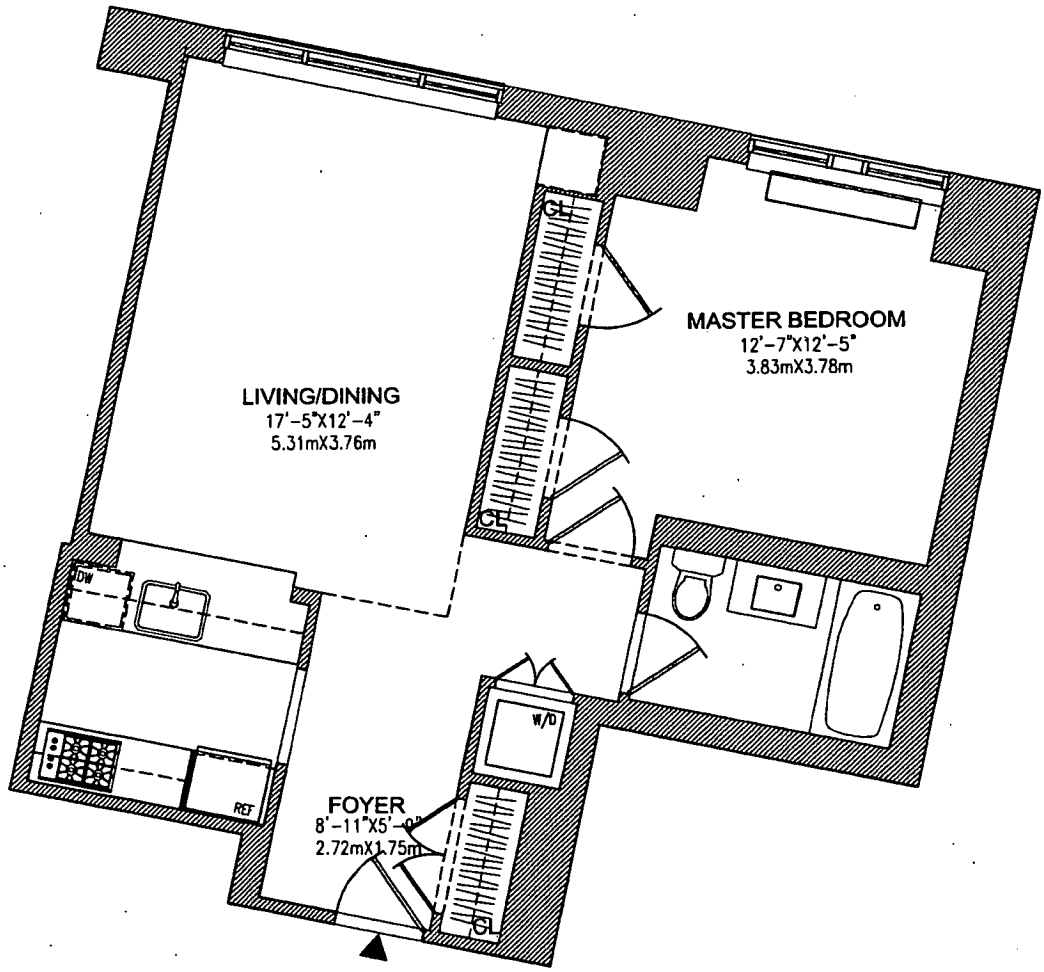
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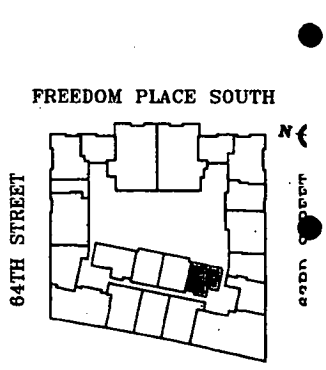
K RESIDENCE

4TH THRU 15TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE





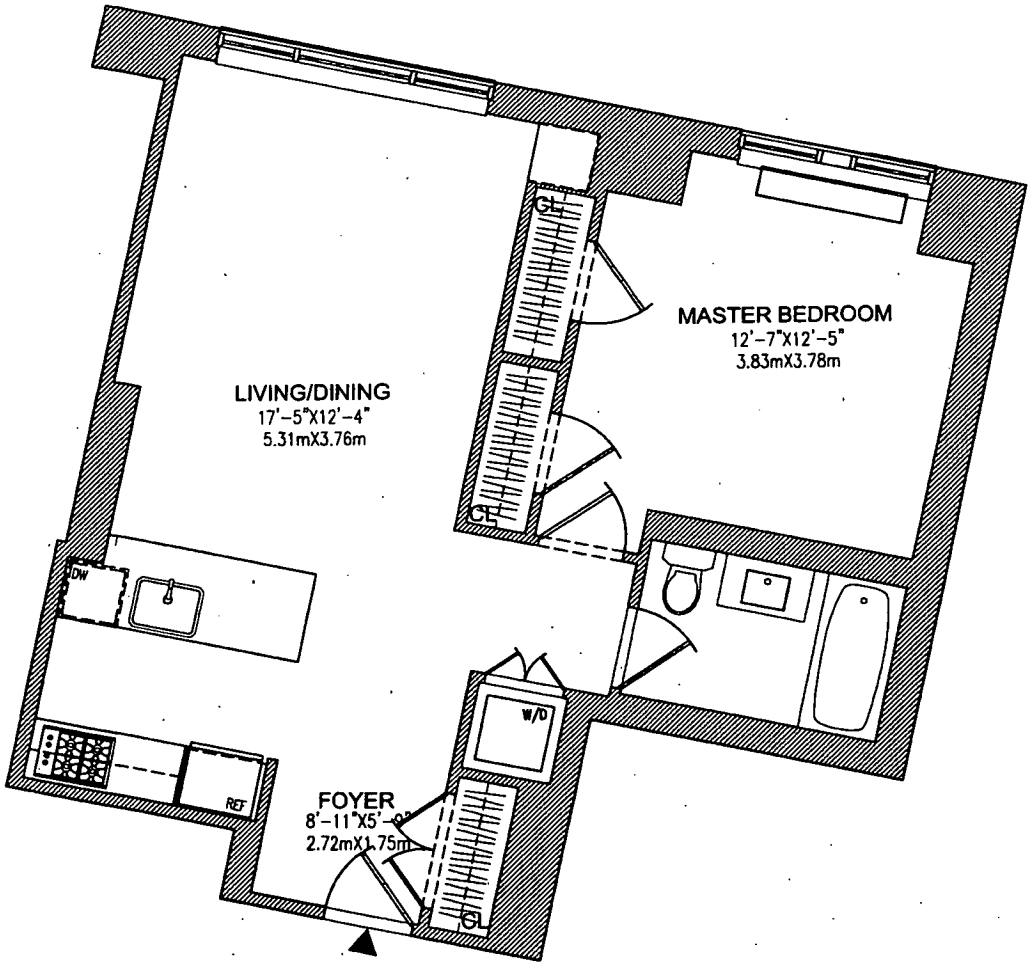
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

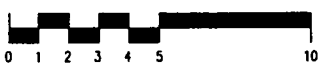
K RESIDENCE

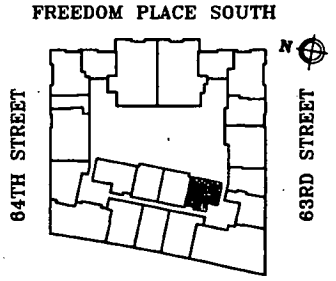
16TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE







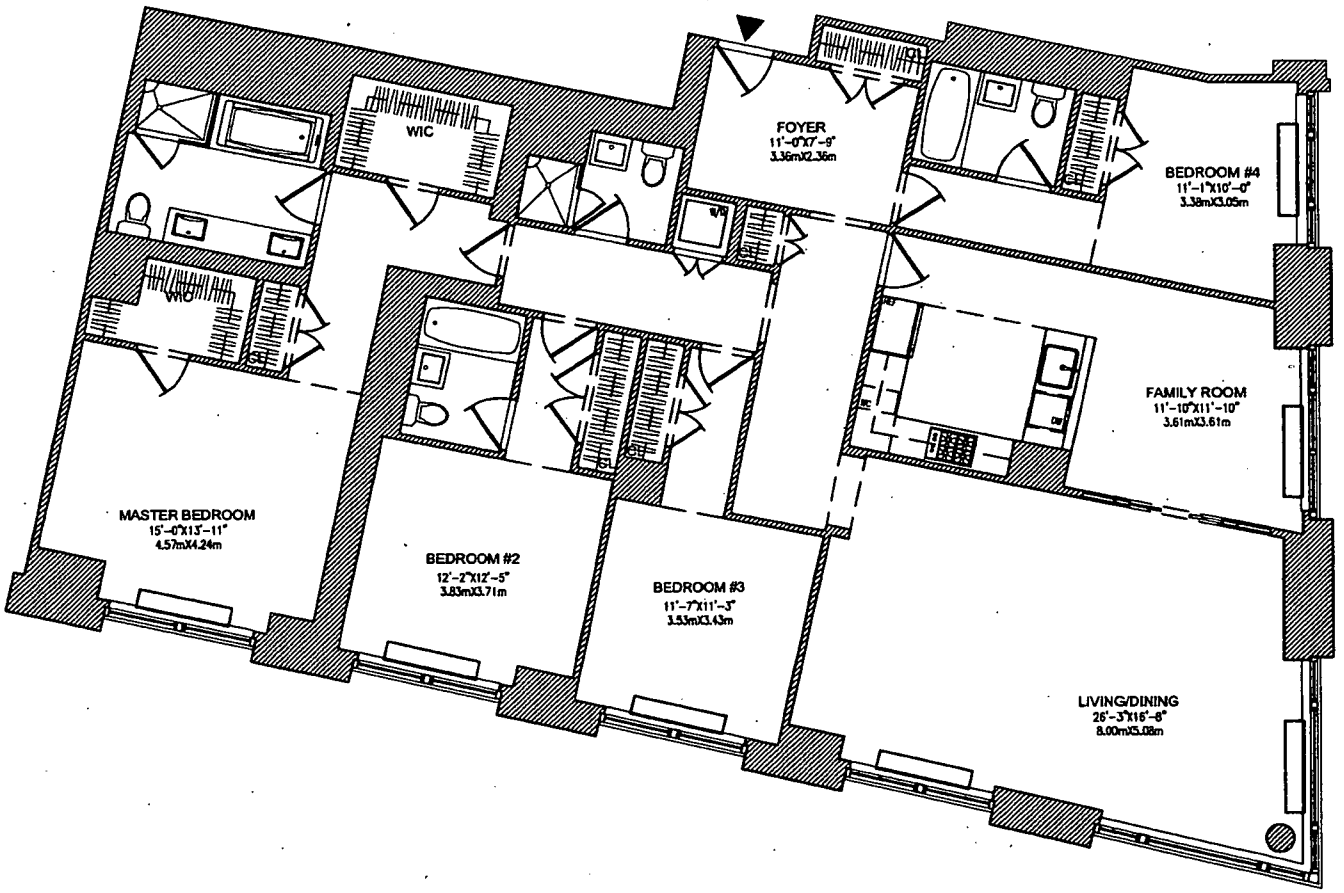
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

L
RESIDENCE

3RD FLOOR

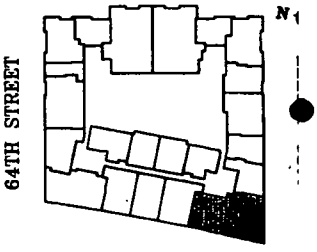
4 BEDROOMS
4 BATHS
FAMILY ROOM

THE RUSHMORE





FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

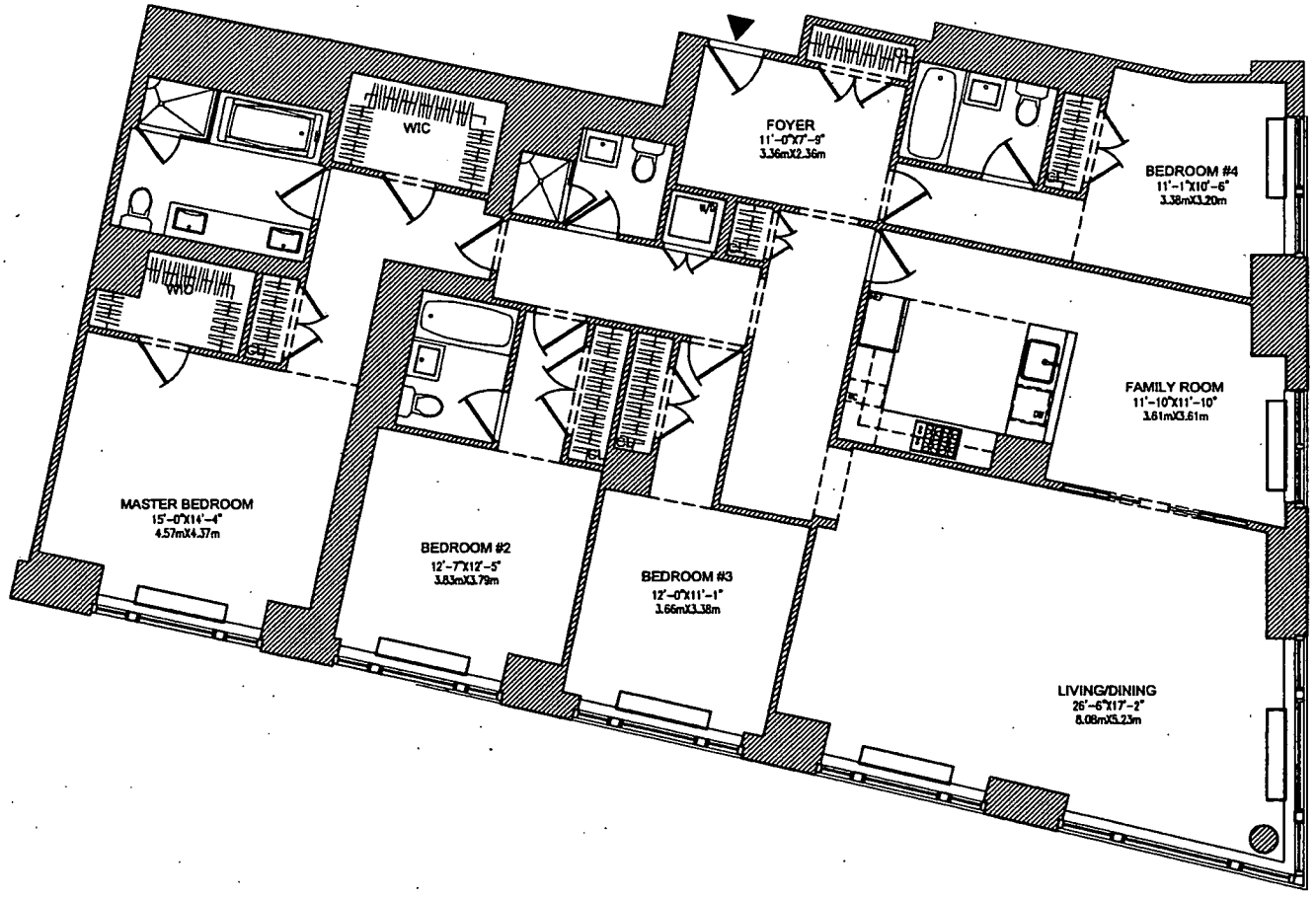
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

L RESIDENCE

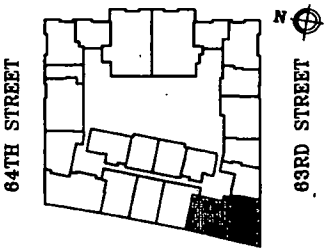
4TH FLOOR

4 BEDROOMS
4 BATHS
FAMILY ROOM

THE RUSHMORE







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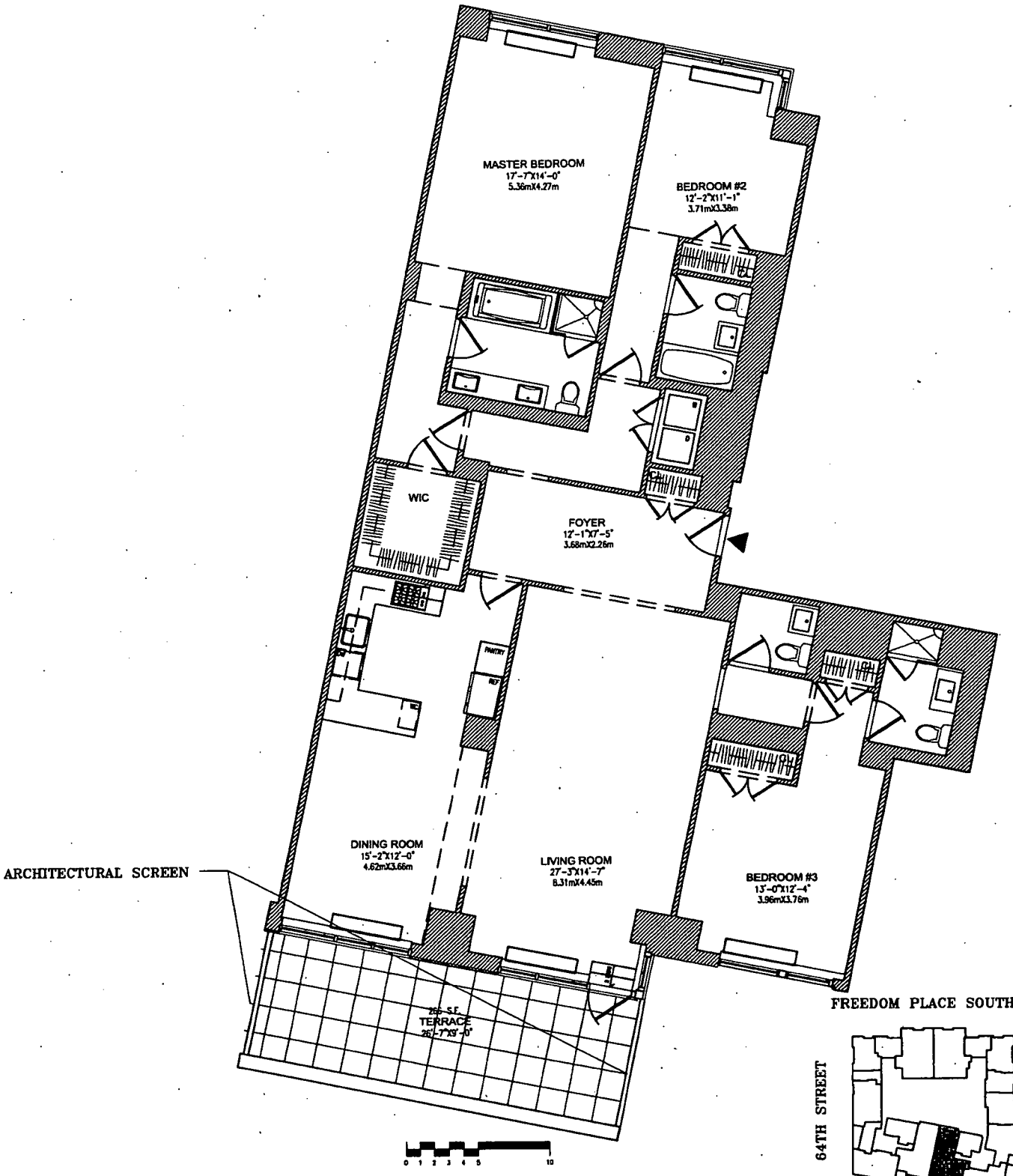
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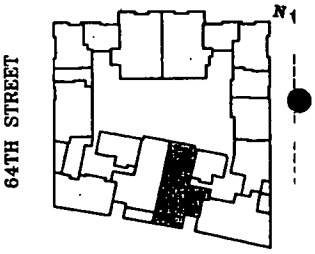
L RESIDENCE

5TH FLOOR

3 BEDROOMS
3.5 BATHS
DINING ROOM
EAT IN KITCHEN
TERRACE

THE RUSHMORE





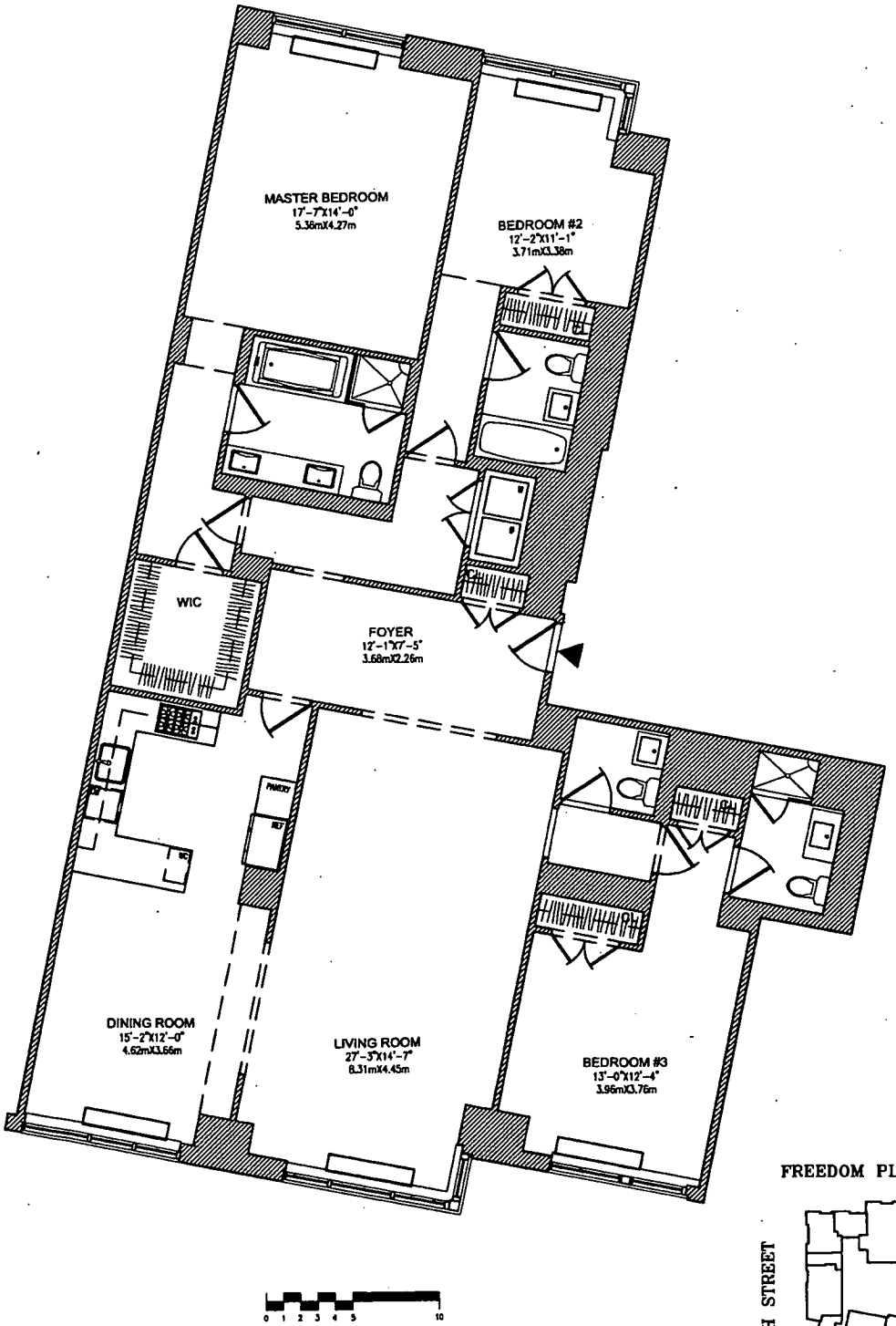
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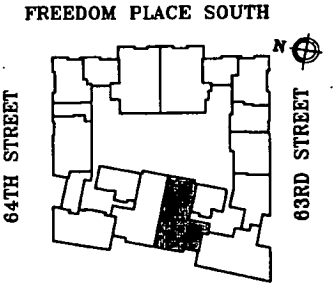
L RESIDENCE

6TH THRU 15TH FLOOR

3 BEDROOMS
3.5 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





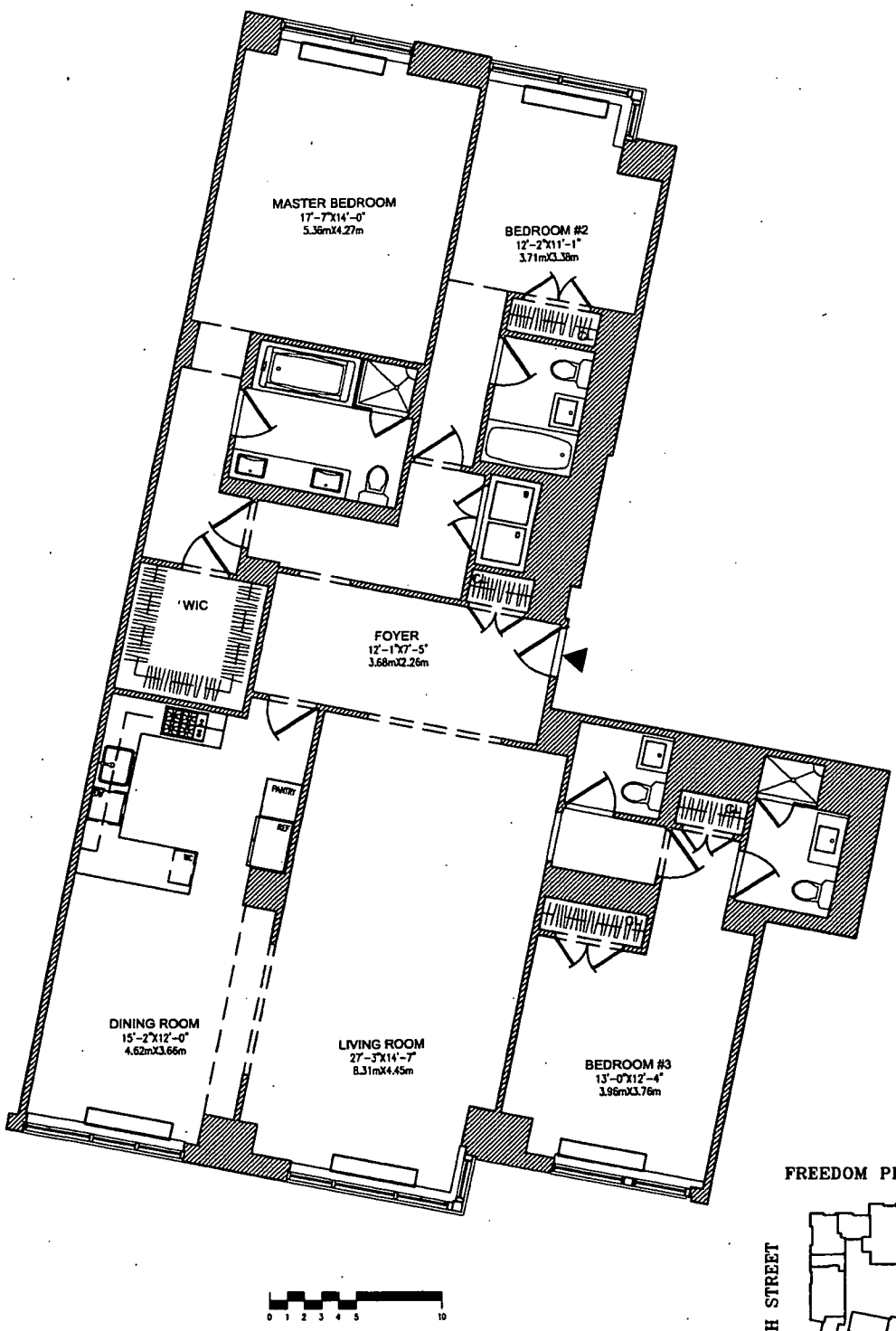
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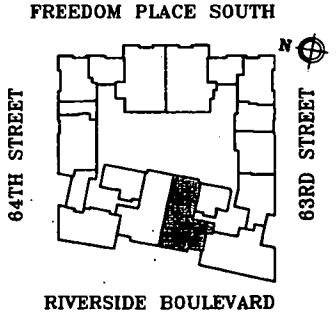
L
RESIDENCE

16TH FLOOR

3 BEDROOMS
3.5 BATHS
DINING ROOM
EAT IN KITCHEN

THE RUSHMORE





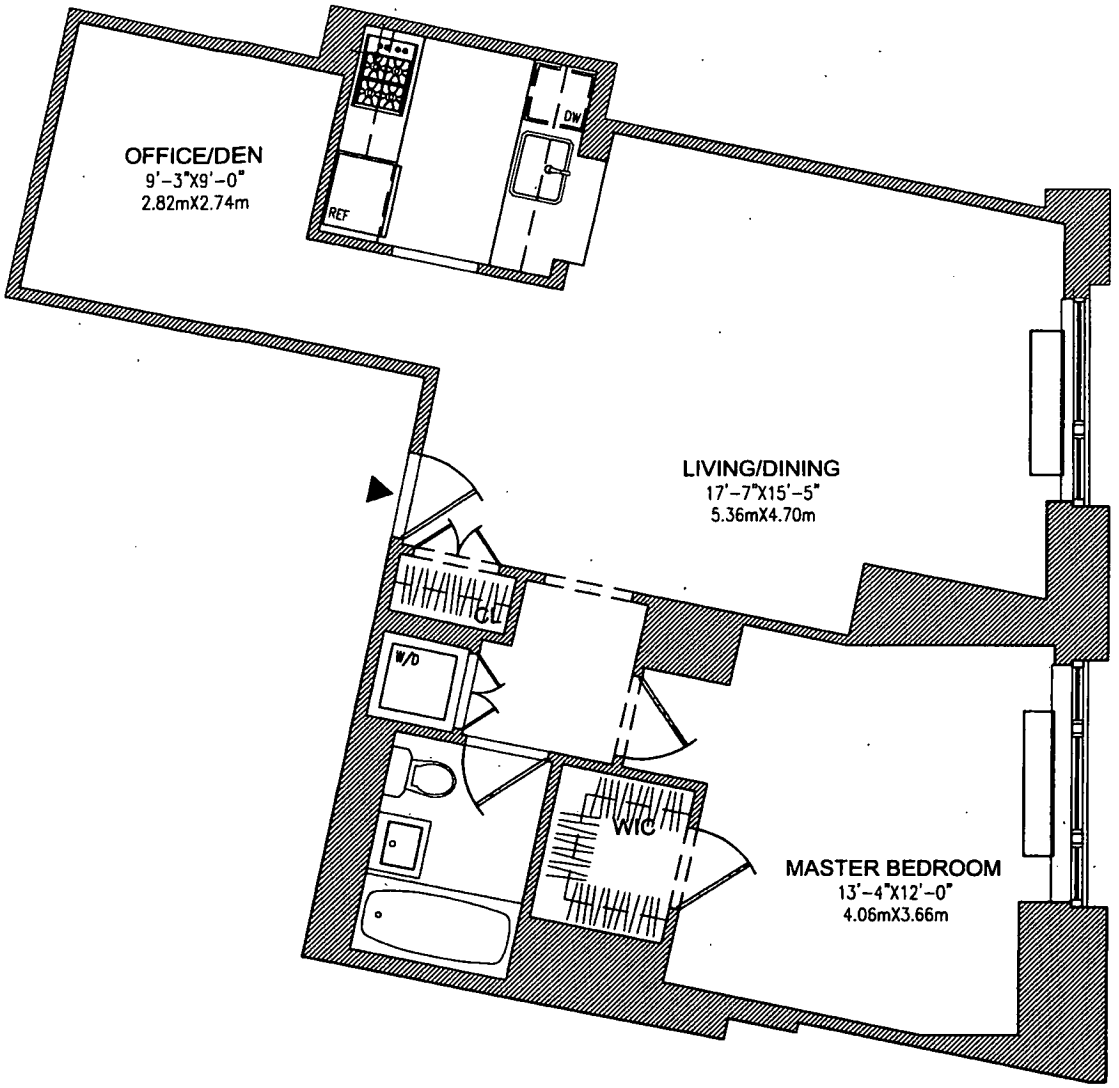
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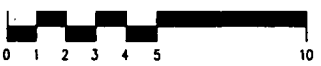
M
RESIDENCE

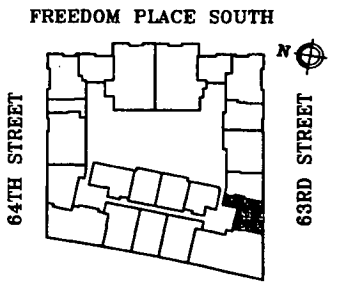
3RD FLOOR

1 BEDROOM
1 BATH
OFFICE/DEN

THE RUSHMORE







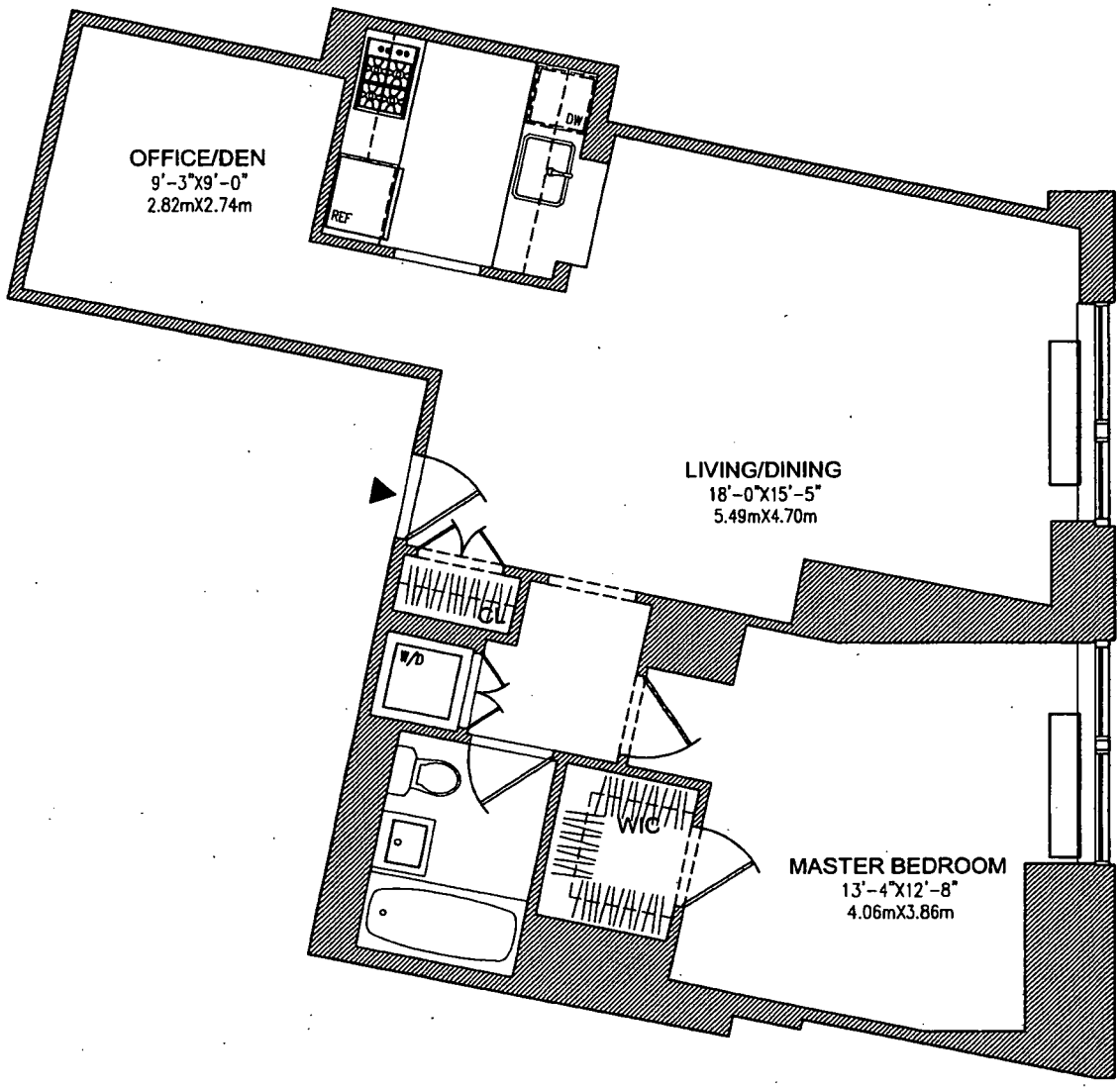
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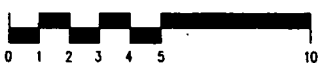
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RESIDENCE

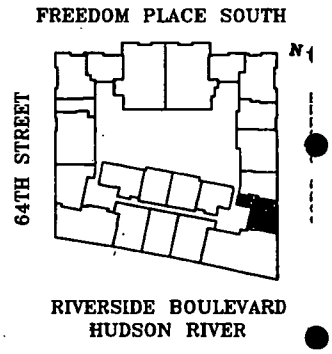
4TH FLOOR

1 BEDROOM
1 BATH
OFFICE/DEN

THE RUSHMORE







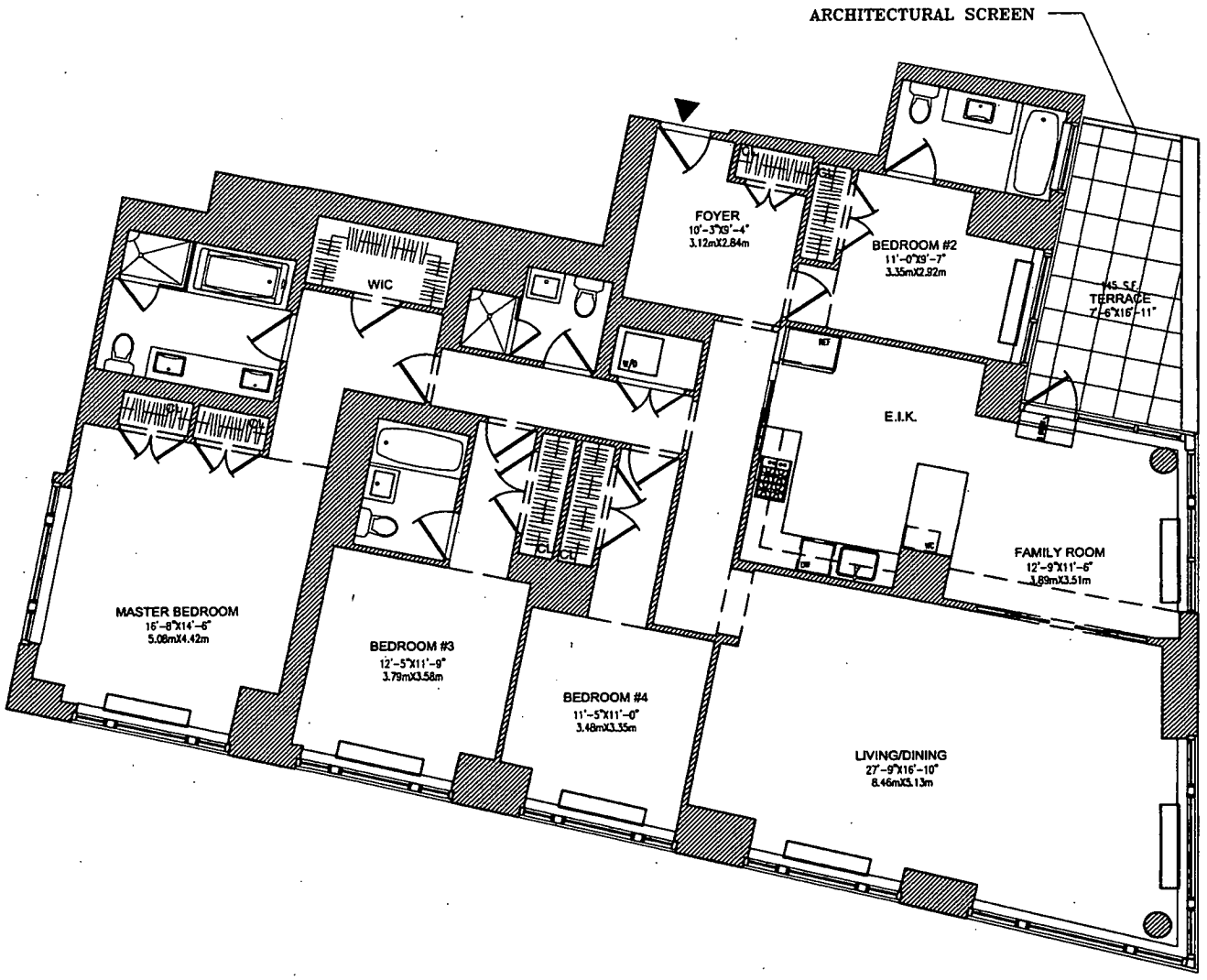
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THE RUSHMORE

M
RESIDENCE

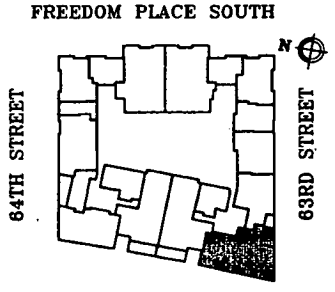
5TH FLOOR

4 BEDROOMS
4 BATHS
FAMILY ROOM
EAT IN KITCHEN
TERRACE





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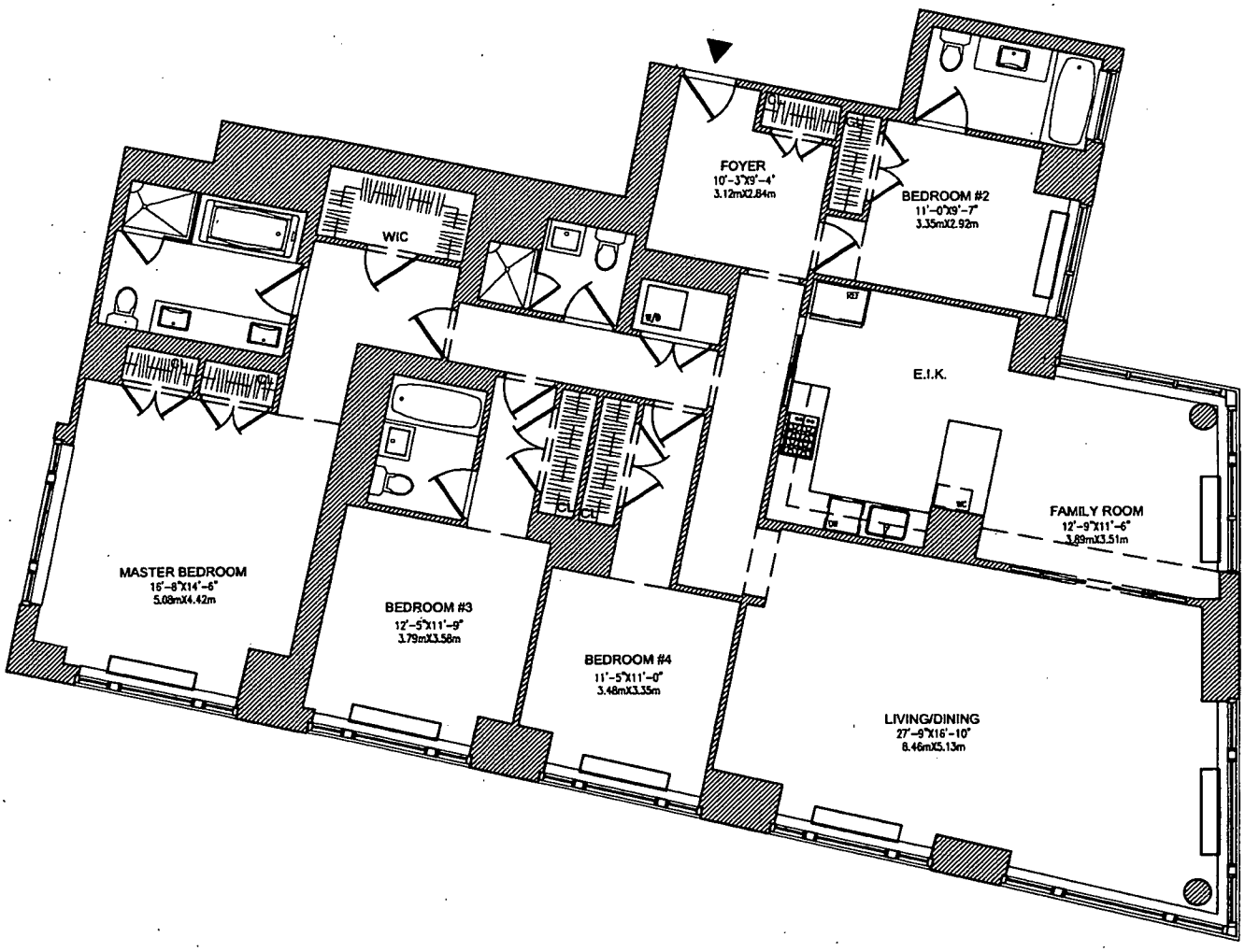


M RESIDENCE

6TH THRU 12TH FLOOR

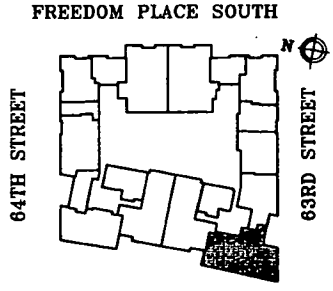
4 BEDROOMS
4 BATHS
FAMILY ROOM
EAT-IN KITCHEN

THE RUSHMORE





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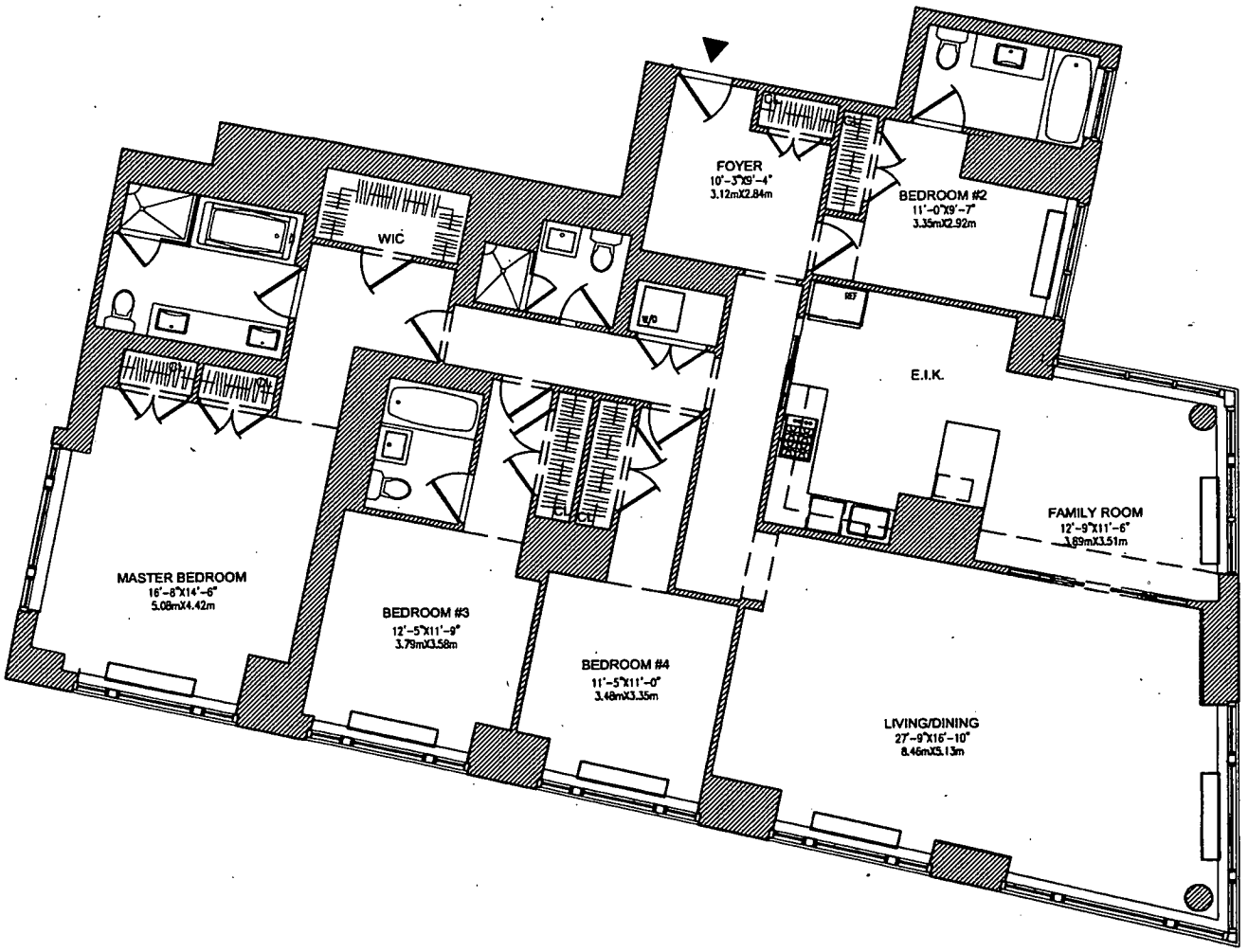


M RESIDENCE

14TH THRU 16TH FLOOR

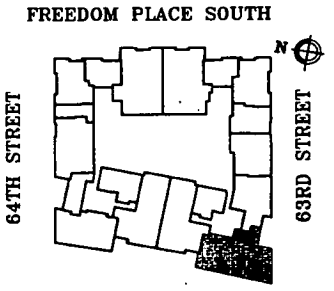
4 BEDROOMS
4 BATHS
FAMILY ROOM
EAT IN KITCHEN

THE RUSHMORE





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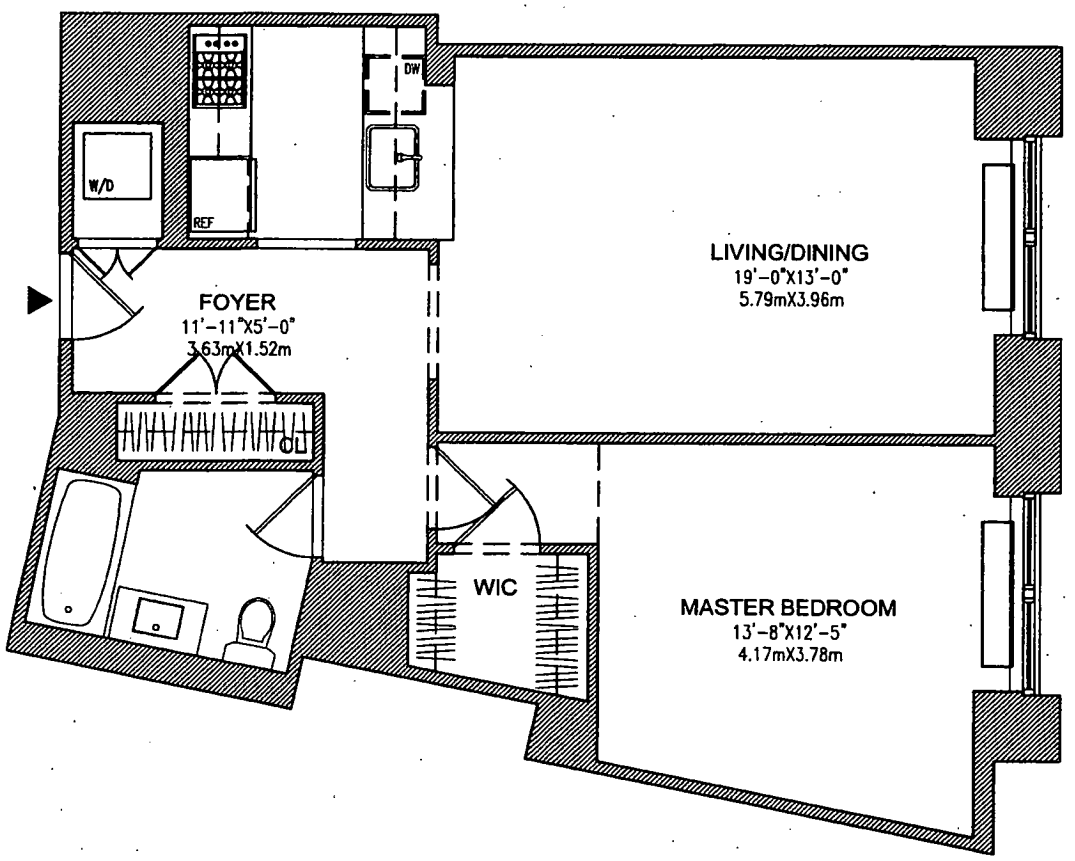


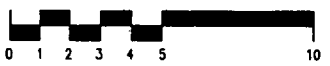
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RESIDENCE

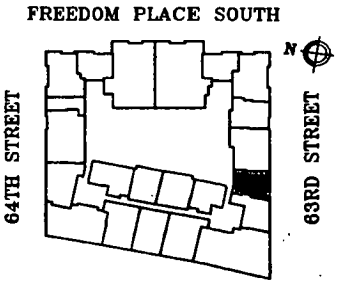
3RD FLOOR

1 BEDROOM
1 BATH
OFFICE/DEN

THE RUSHMORE







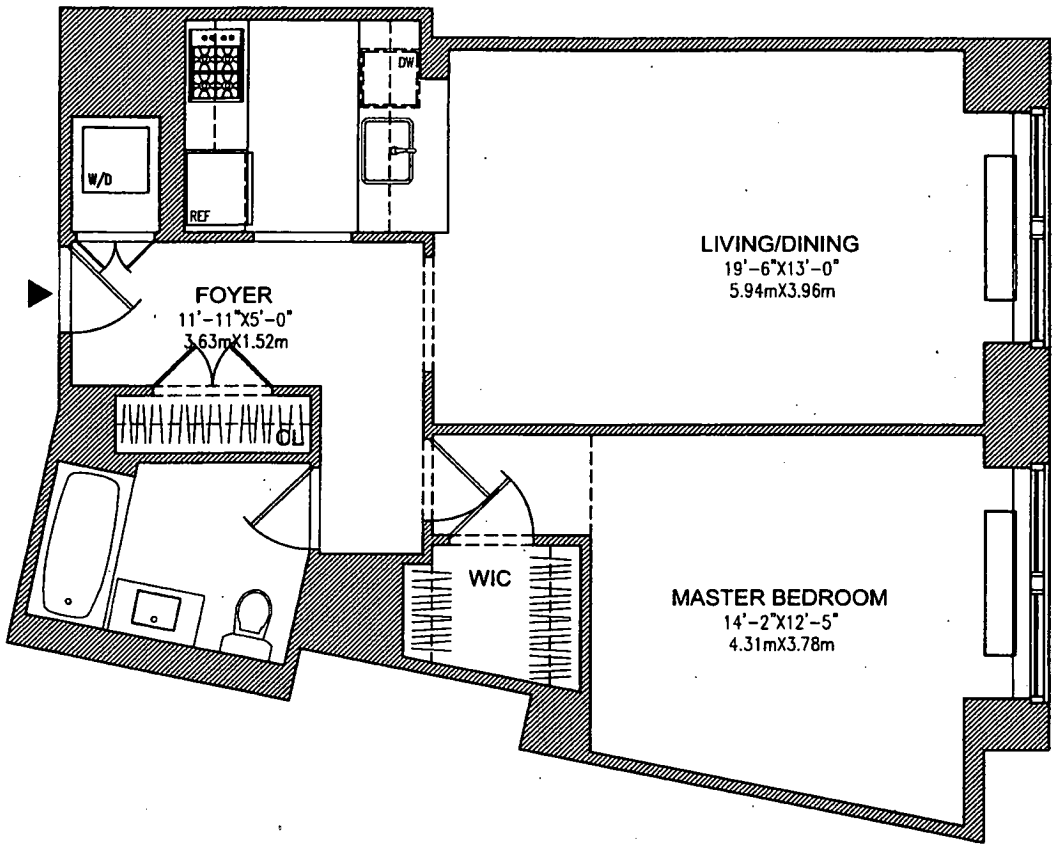
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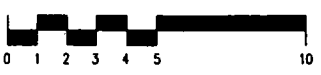
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RESIDENCE

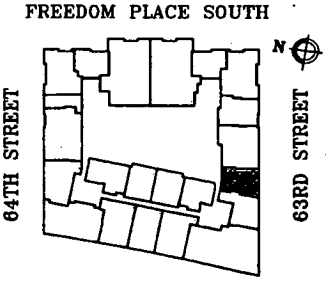
4TH FLOOR

1 BEDROOM
1 BATH
OFFICE/DEN

THE RUSHMORE







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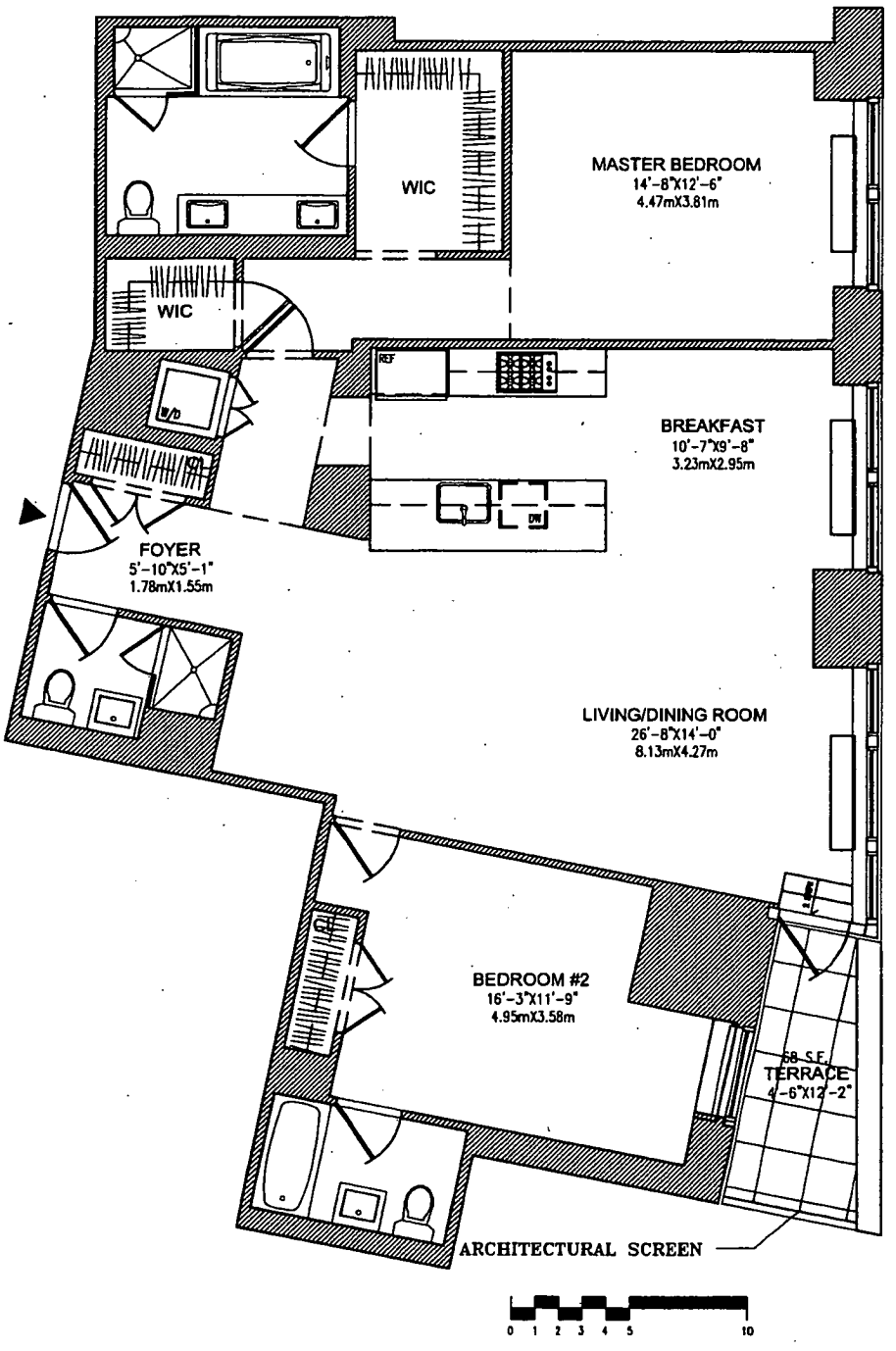
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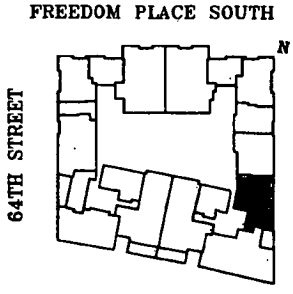
N
RESIDENCE

5TH FLOOR

2 BEDROOMS
3 BATHS
TERRACE

THE RUSHMORE





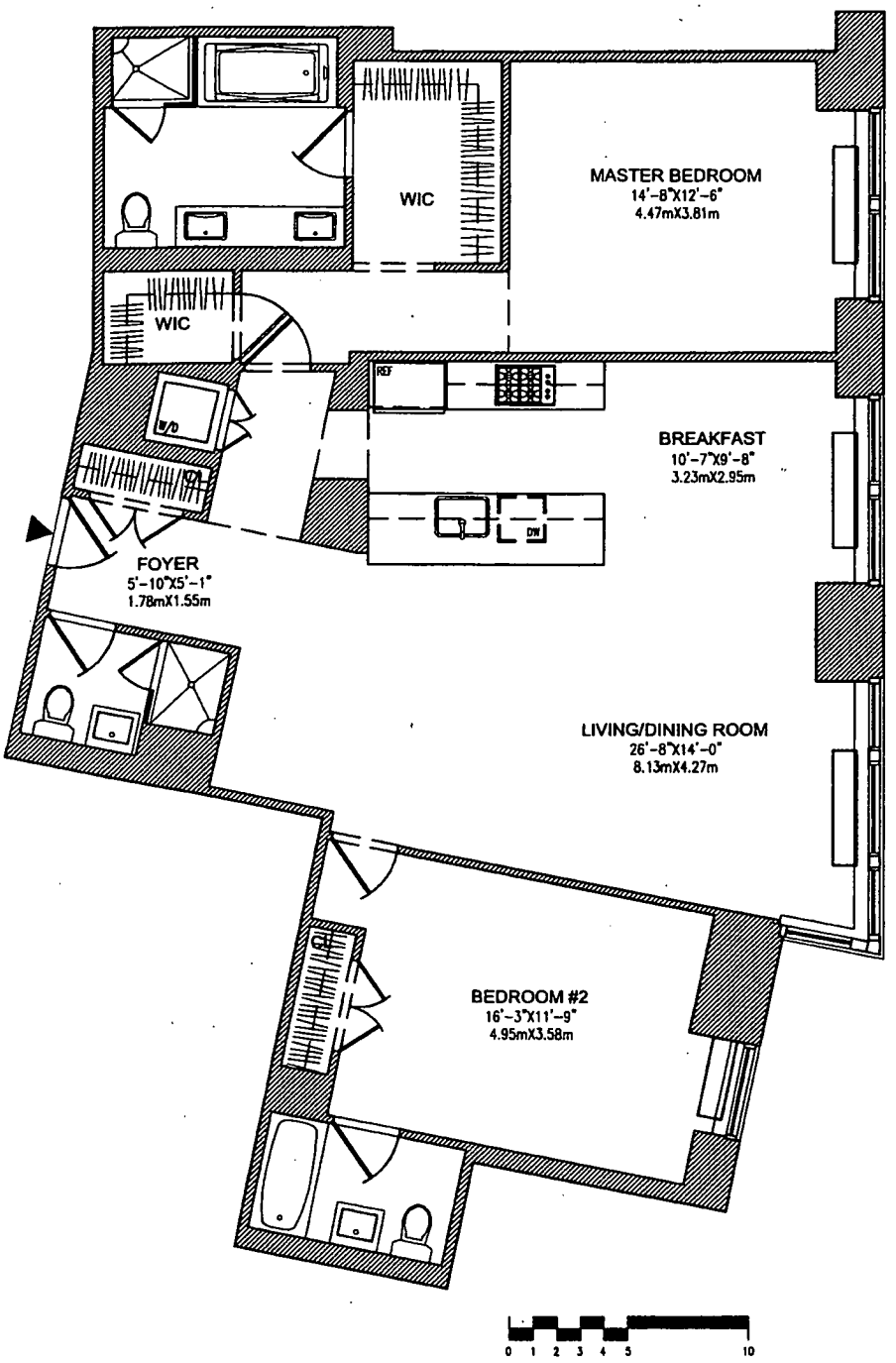
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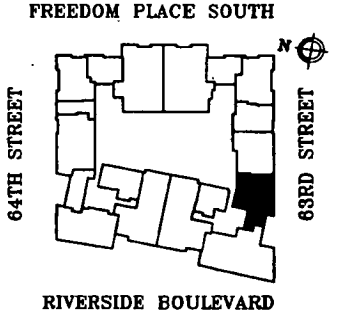
N
RESIDENCE

6TH FLOOR

2 BEDROOMS
3 BATHS

THE RUSHMORE





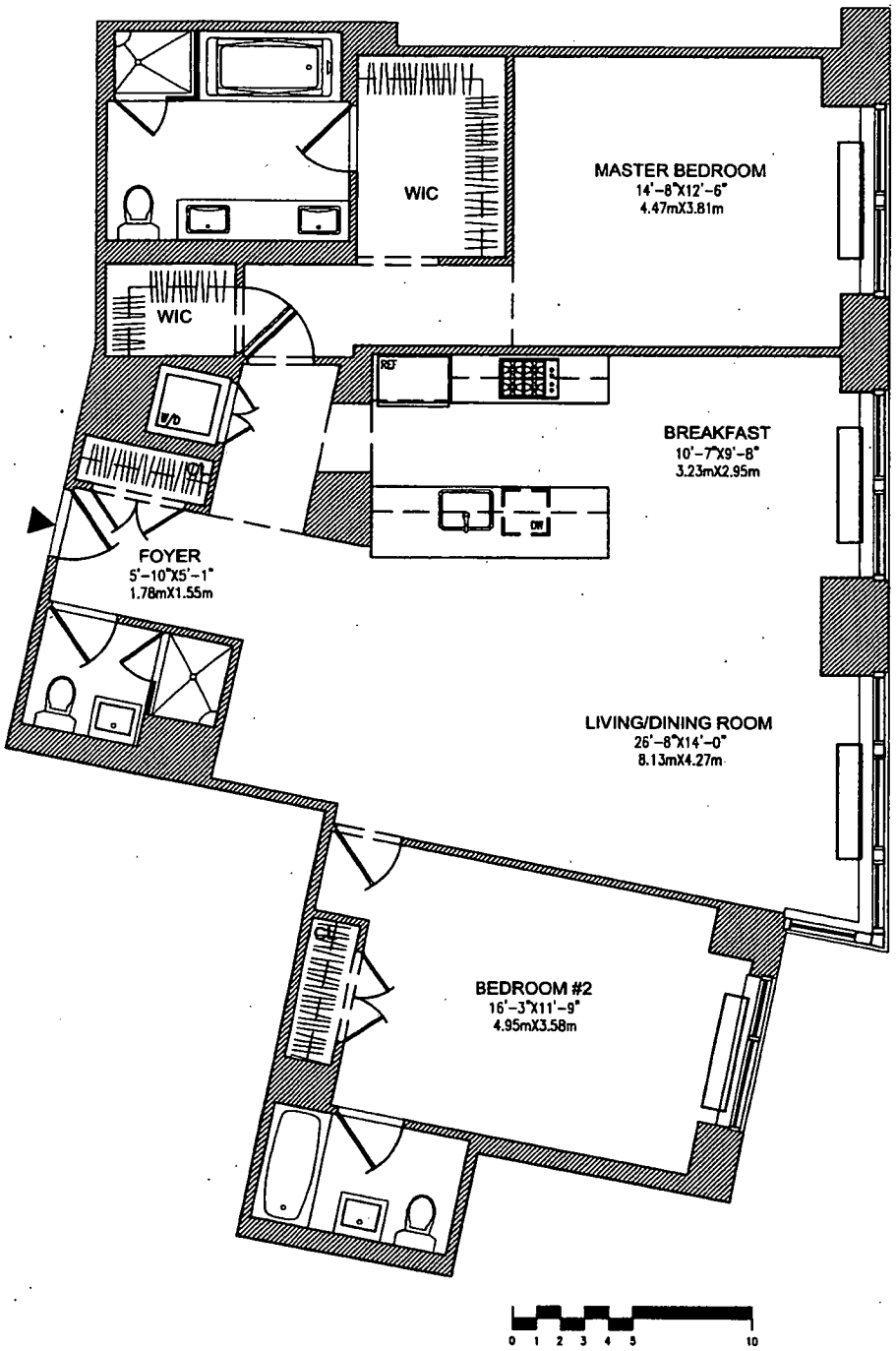
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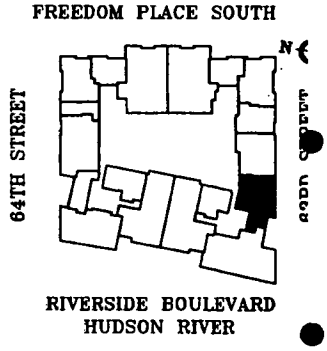
N
RESIDENCE

7TH FLOOR

2 BEDROOMS
3 BATHS

THE RUSHMORE





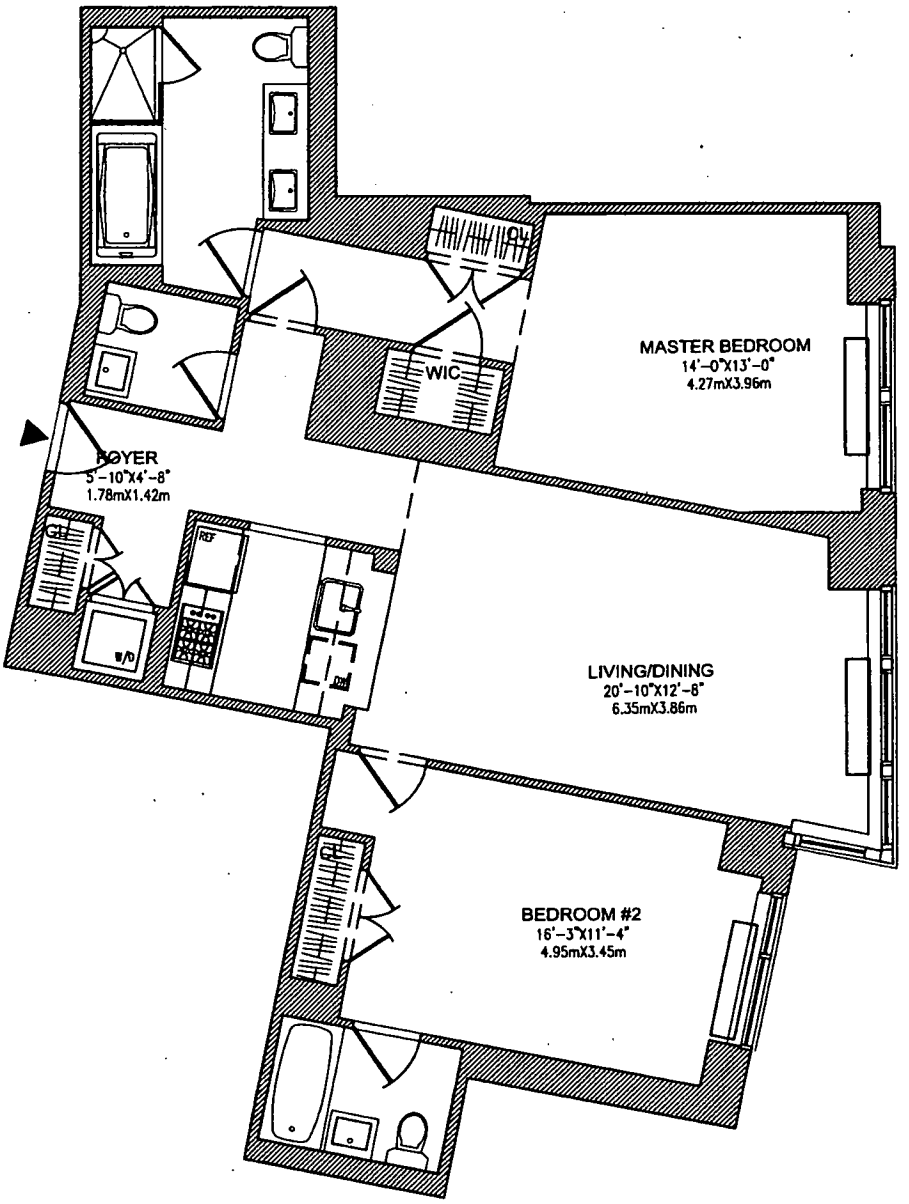
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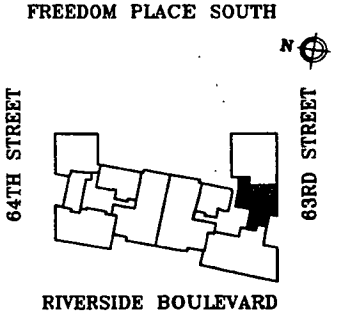
N
RESIDENCE

8TH THRU 15TH FLOOR

2 BEDROOMS
2.5 BATHS

THE RUSHMORE





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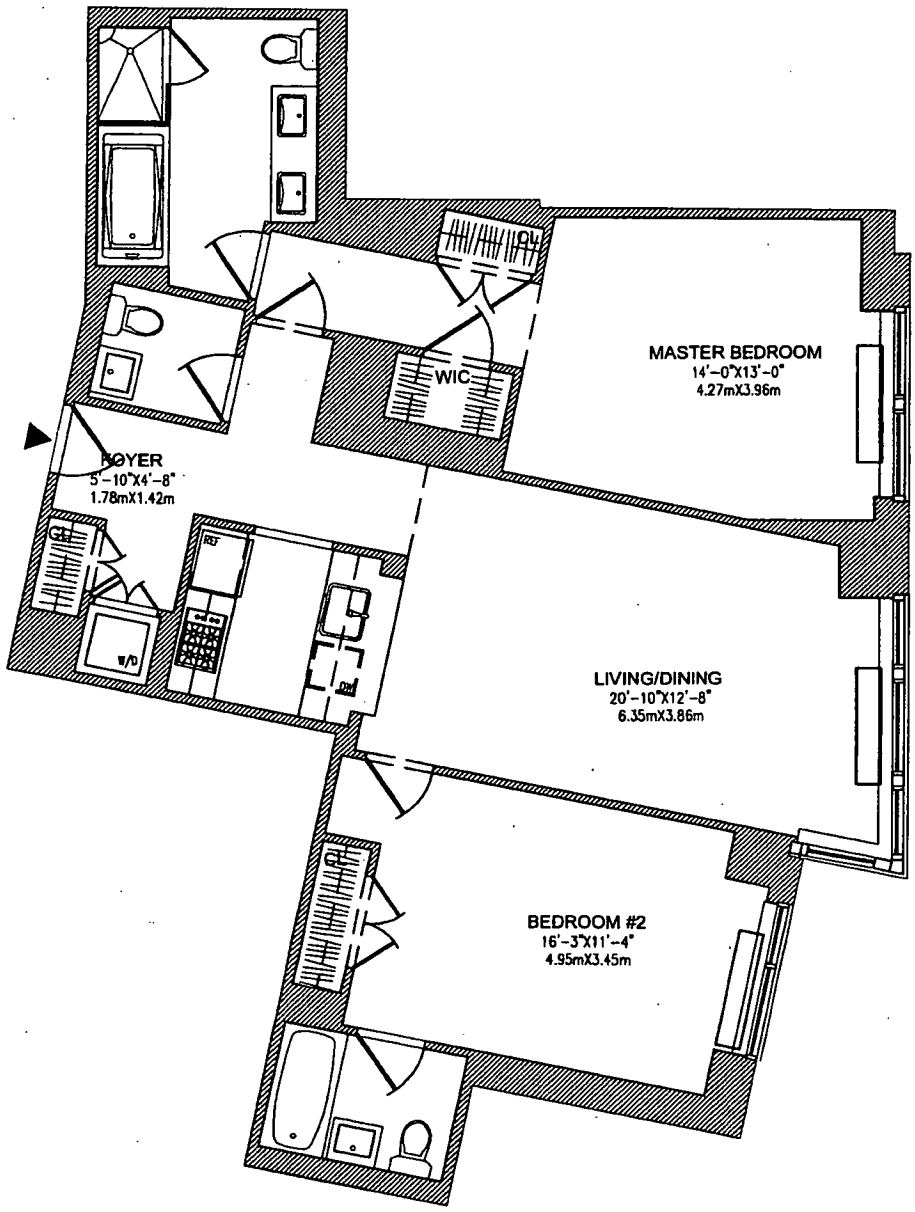
169

N
RESIDENCE

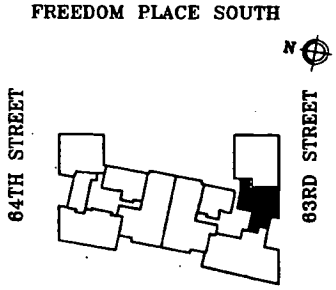
16TH FLOOR

2 BEDROOMS
2.5 BATHS

THE RUSHMORE







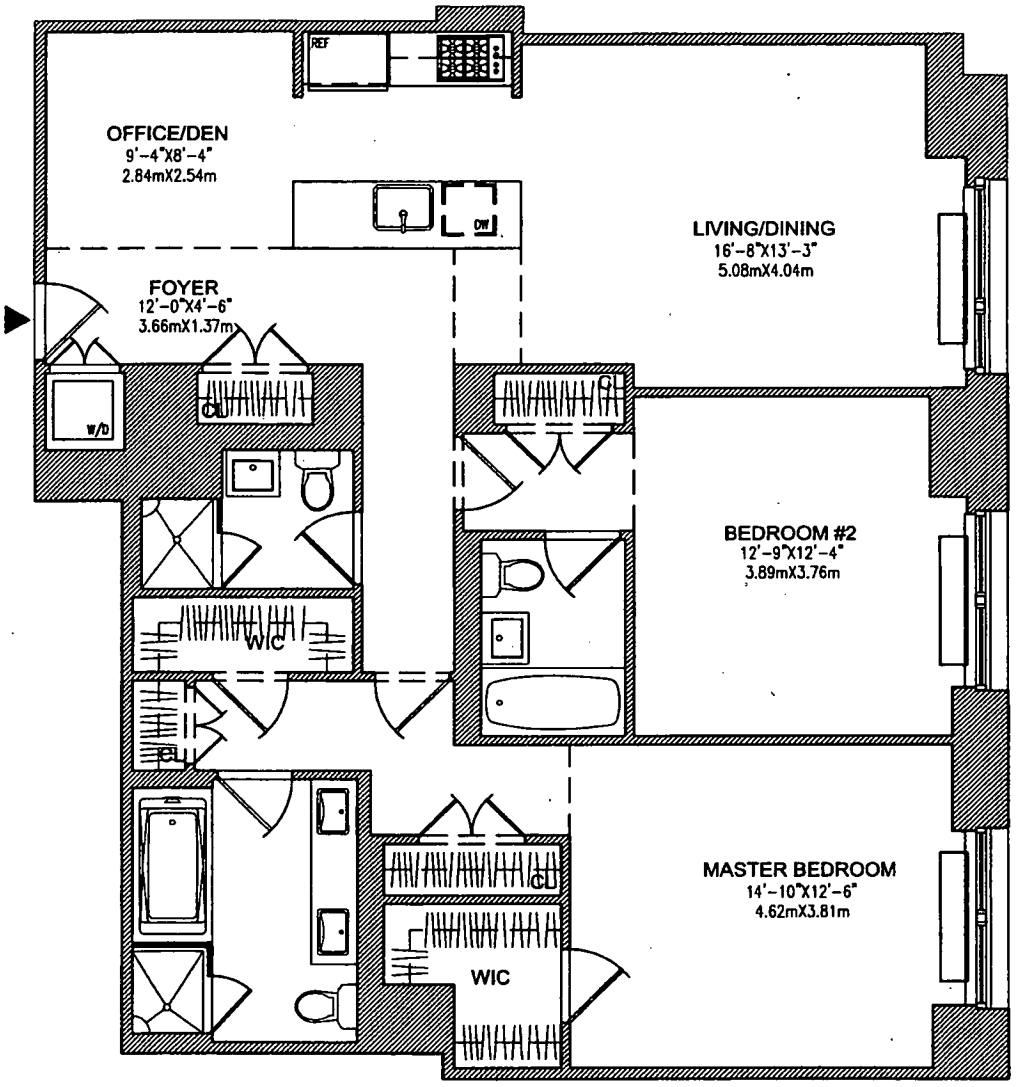
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P
RESIDENCE

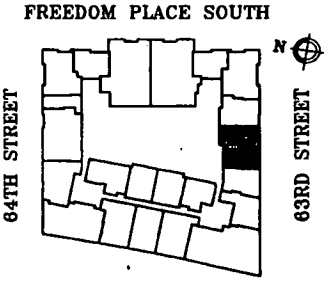
3RD FLOOR

2 BEDROOMS
3 BATHS
OFFICE/DEN

THE RUSHMORE







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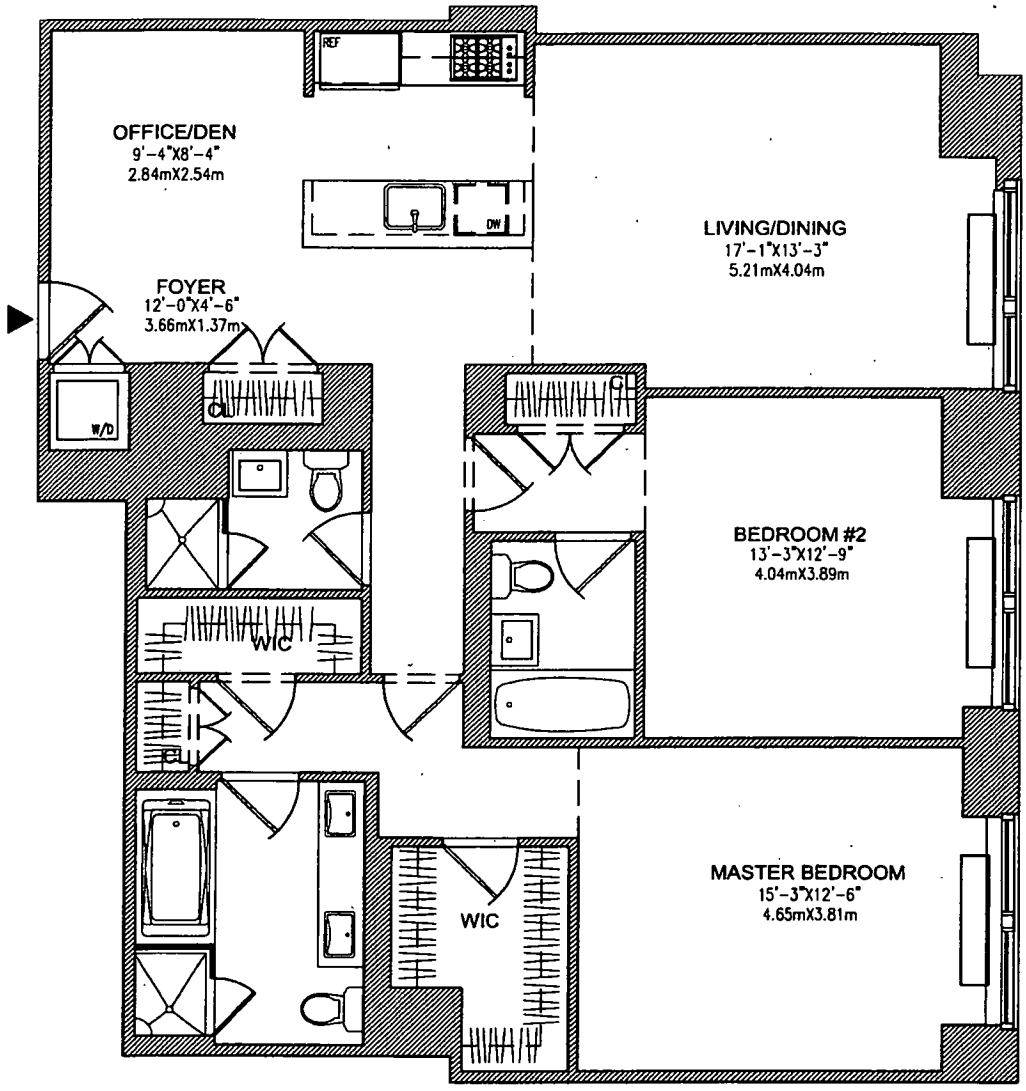
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P RESIDENCE

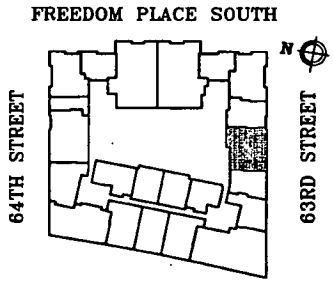
4TH THRU 7TH FLOOR

2 BEDROOMS
3 BATHS
OFFICE/DEN

THE RUSHMORE







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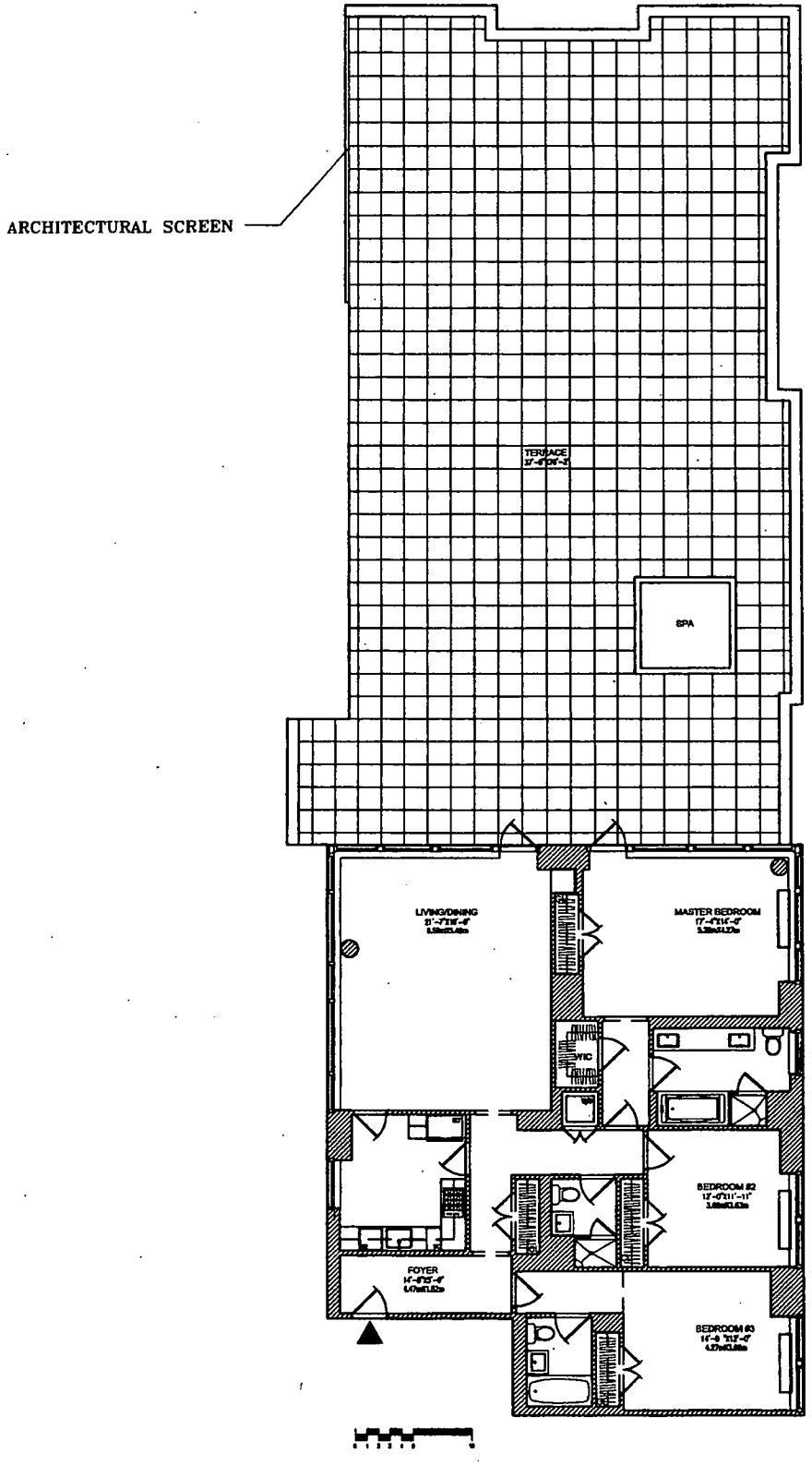
171a

P RESIDENCE

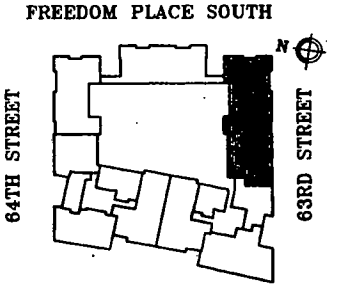
8TH FLOOR

3 BEDROOMS
3 BATHS
TERRACE
EAT IN KITCHEN

THE RUSHMORE



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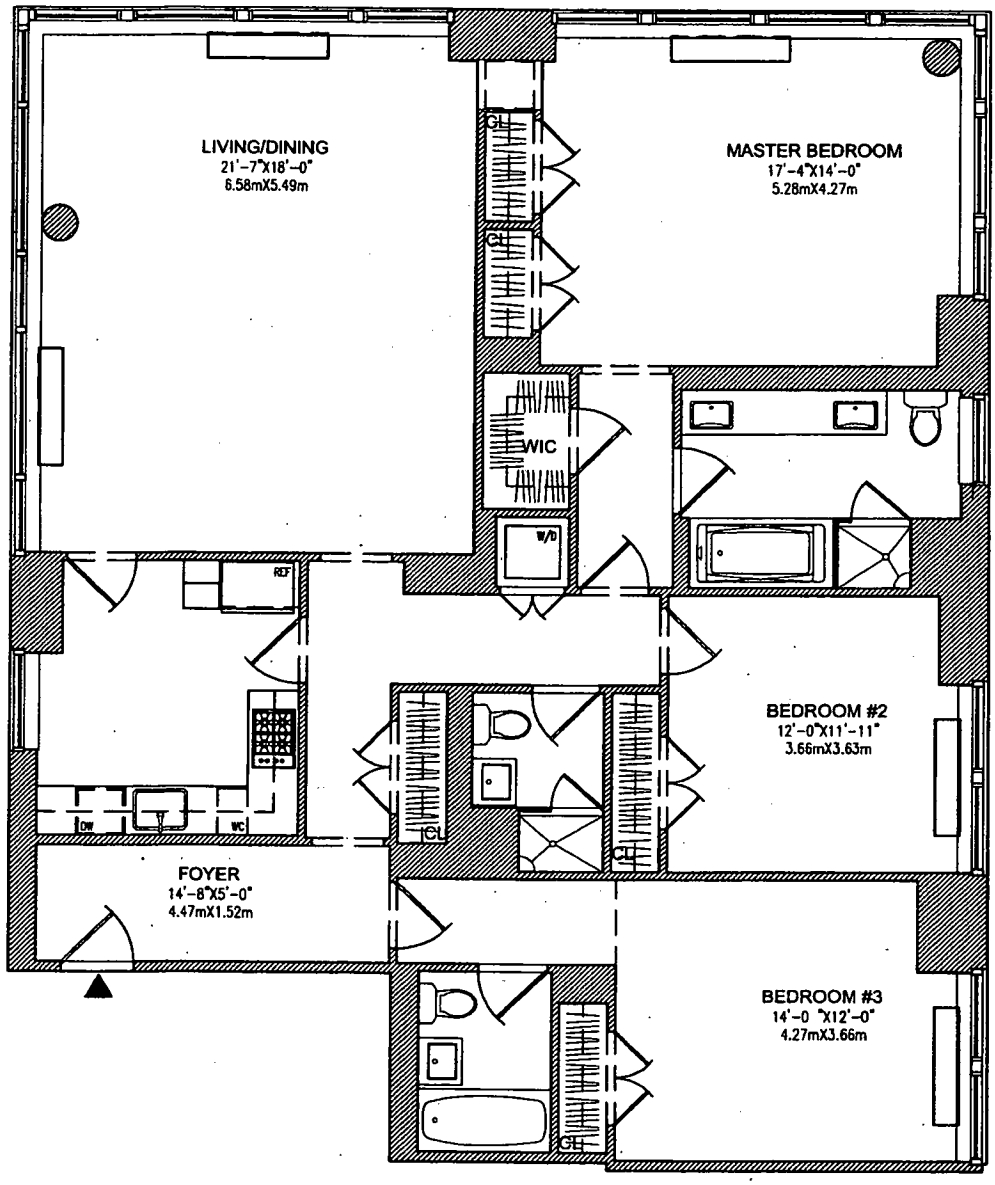
172

P
RESIDENCE

9TH THRU 16TH FLOOR

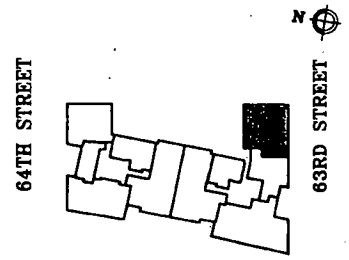
3 BEDROOMS
3 BATHS
EAT IN KITCHEN

THE RUSHMORE





FREEDOM PLACE SOUTH



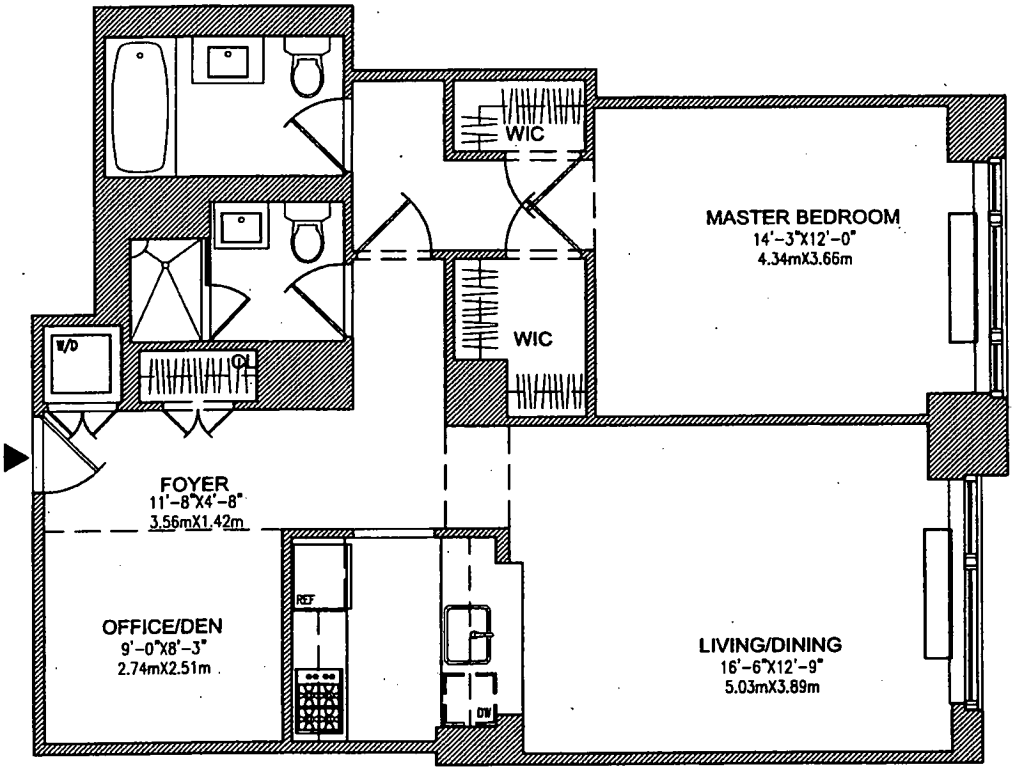
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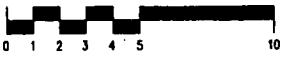
RESIDENCE

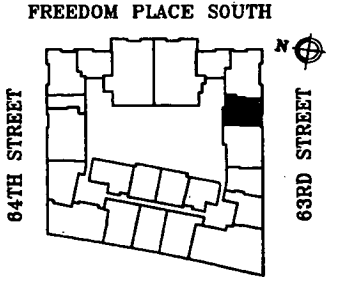
3RD THRU 7TH FLOOR

1 BEDROOMS
2 BATHS
OFFICE/DEN

THE RUSHMORE







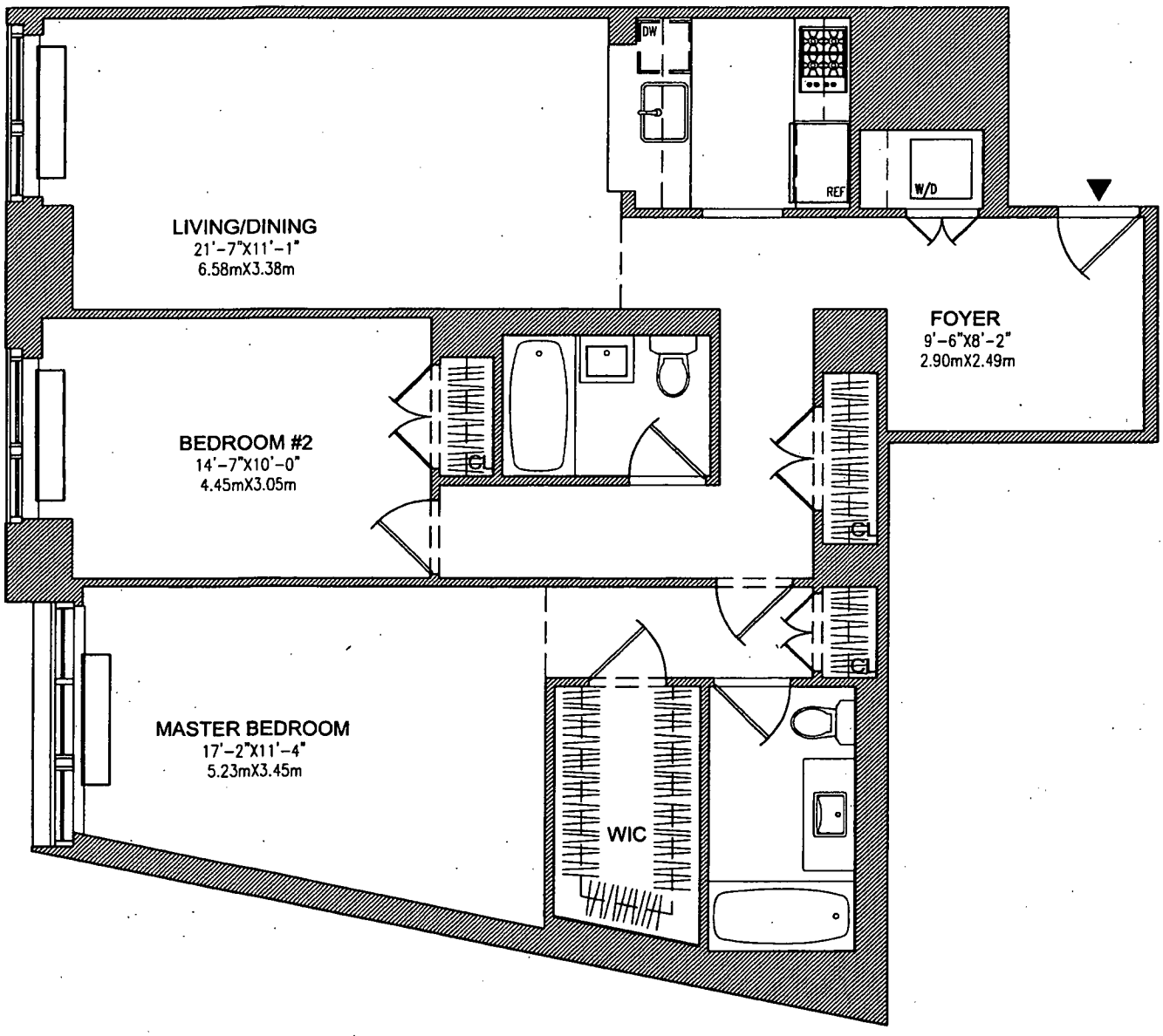
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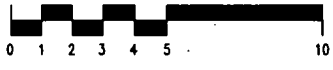
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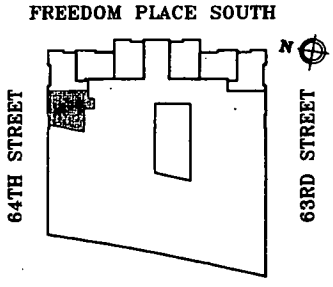
GROUND FLOOR

SUPERINTENDENT'S APARTMENT
2 BEDROOMS
2 BATHS

THE RUSHMORE







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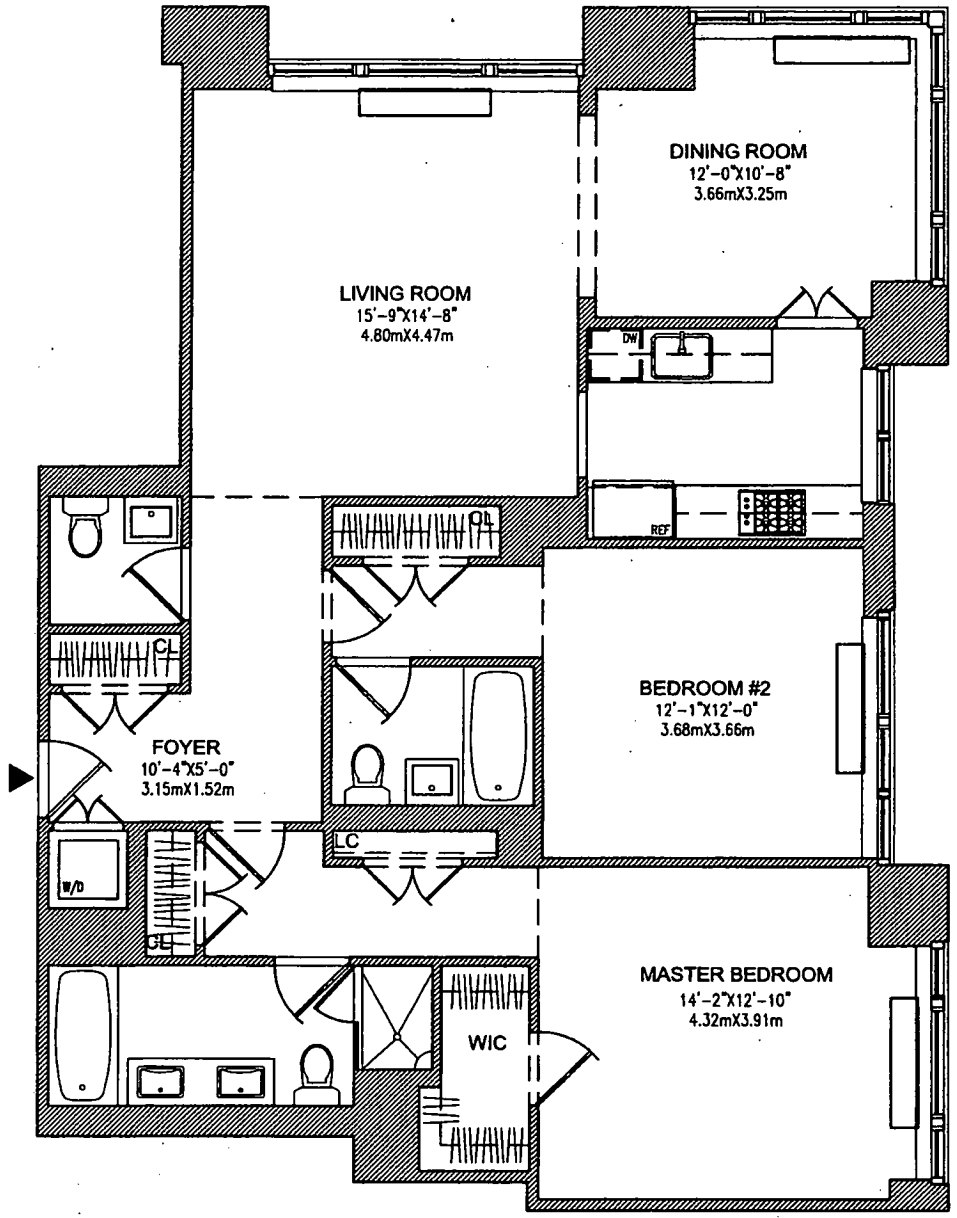
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RESIDENCE

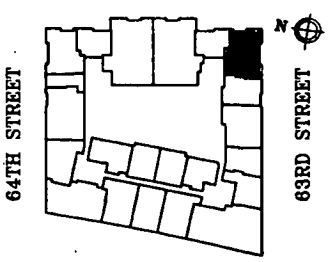
3RD THRU 7TH FLOOR

2 BEDROOMS
2.5 BATHS
DINING ROOM

THE RUSHMORE







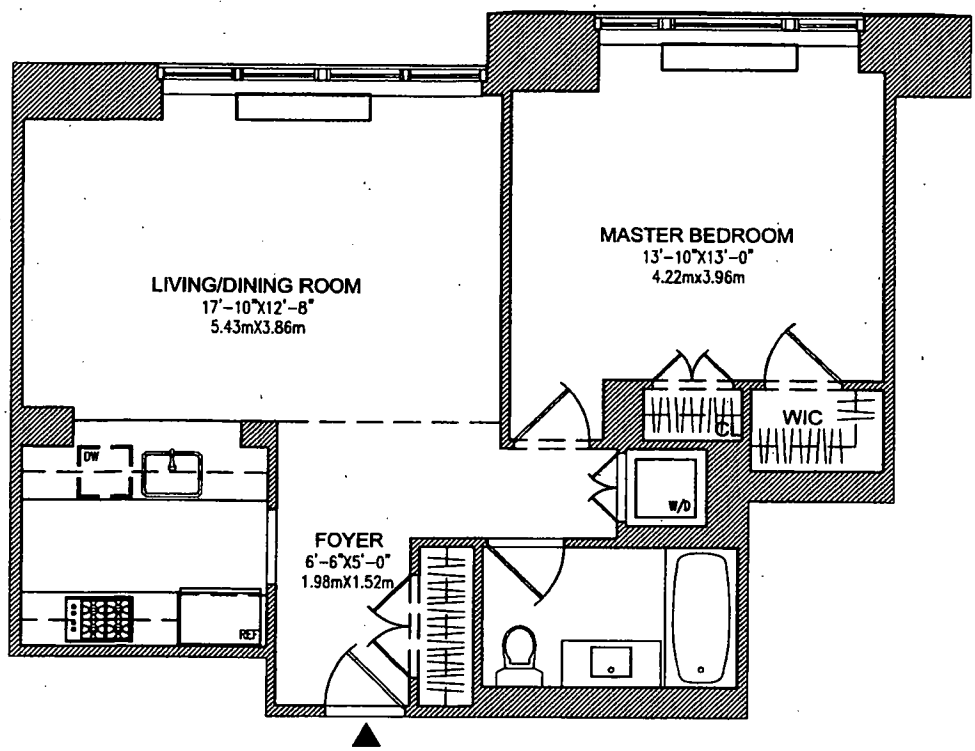
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T
RESIDENCE

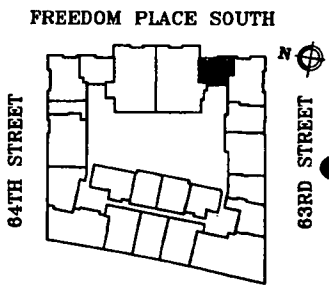
3RD THRU 7TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE





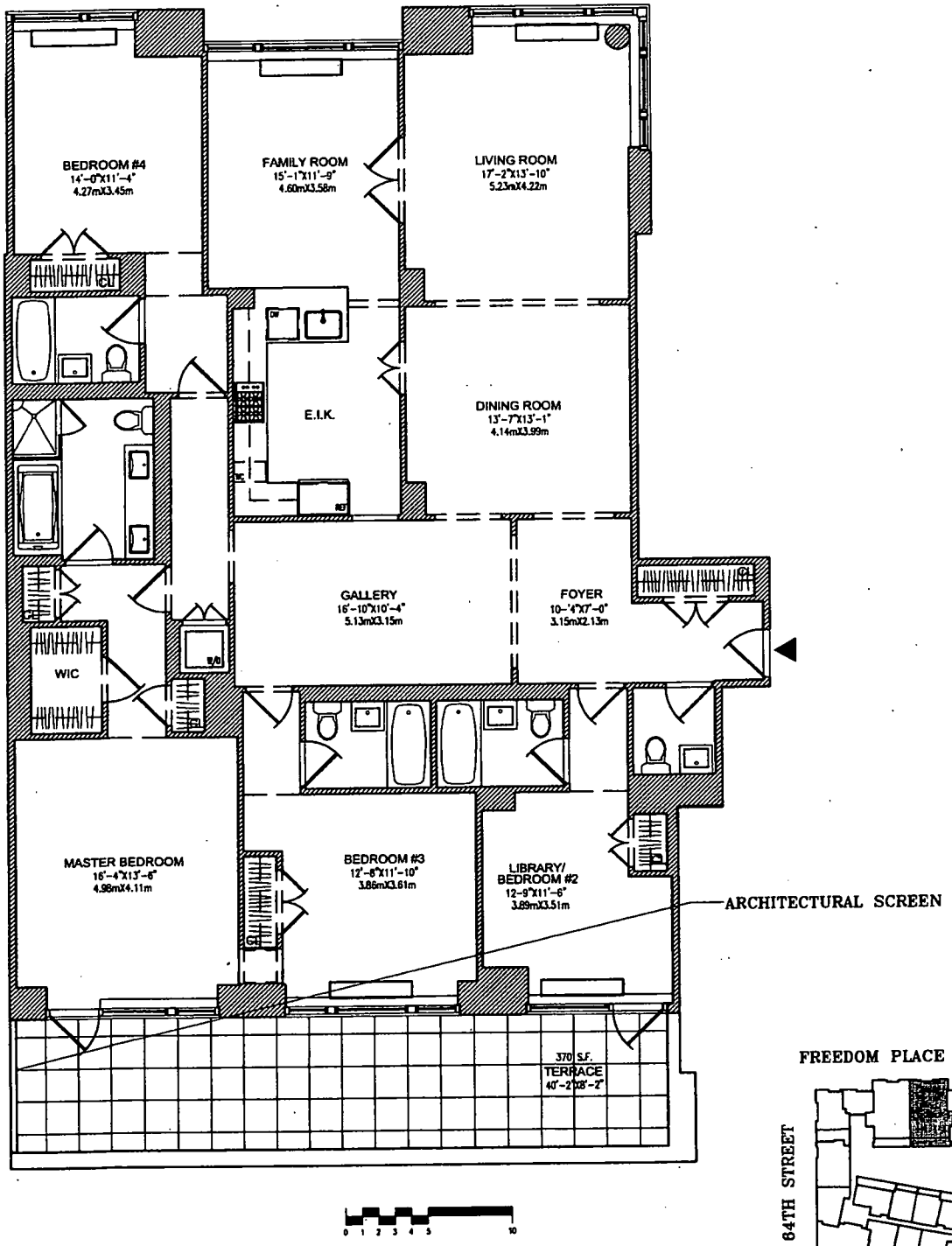


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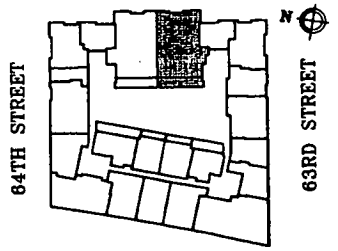
U
RESIDENCE

3RD FLOOR
4 BEDROOMS
4.5 BATHS
DINING ROOM
FAMILY ROOM
TERRACE

THE RUSHMORE



FREEDOM PLACE SOUTH



RIVERSIDE BOULEVARD
HUDSON RIVER

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

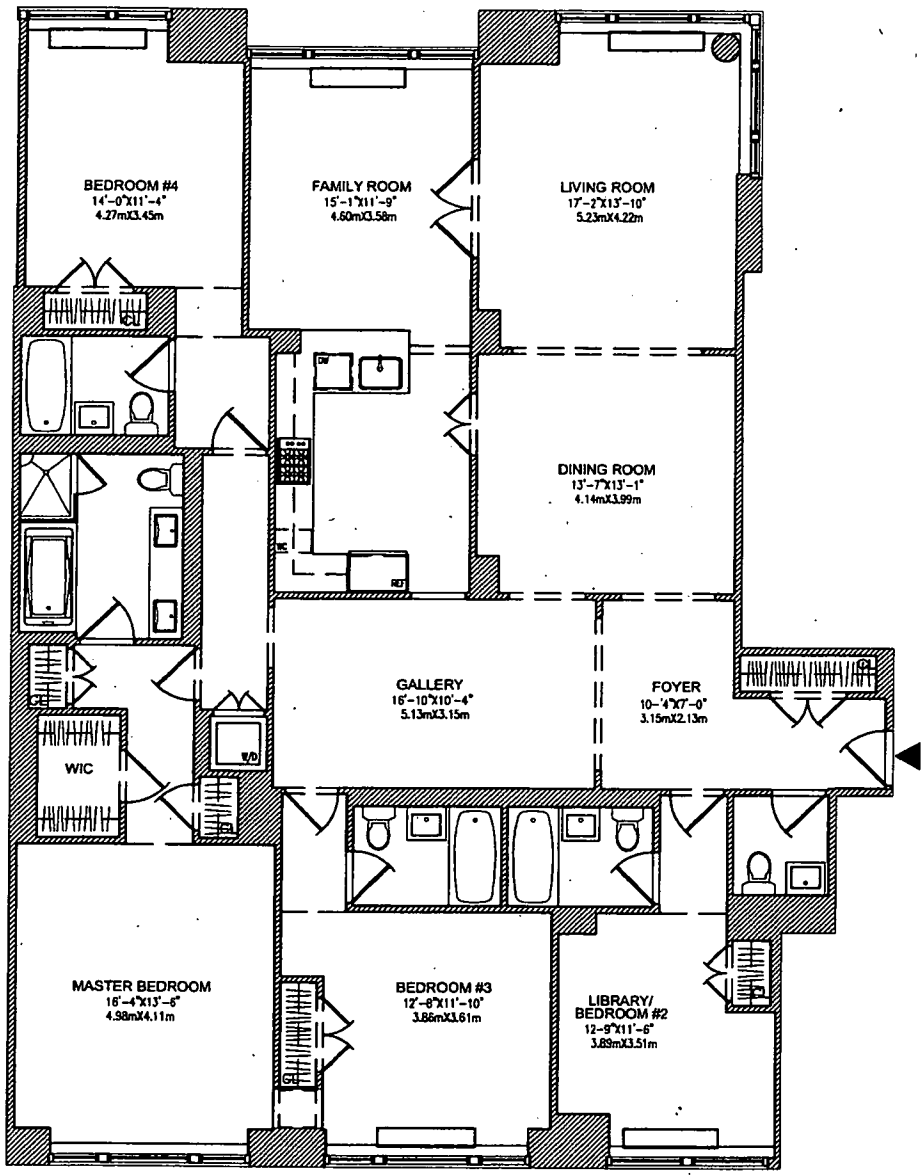
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U RESIDENCE

4TH THRU 7TH FLOOR

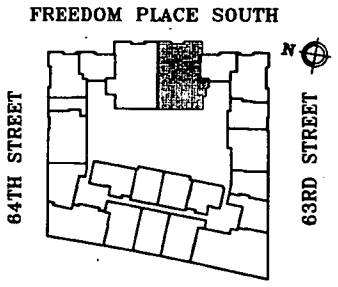
4 BEDROOMS
4.5 BATHS
FAMILY ROOM
DINING ROOM

THE RUSHMORE





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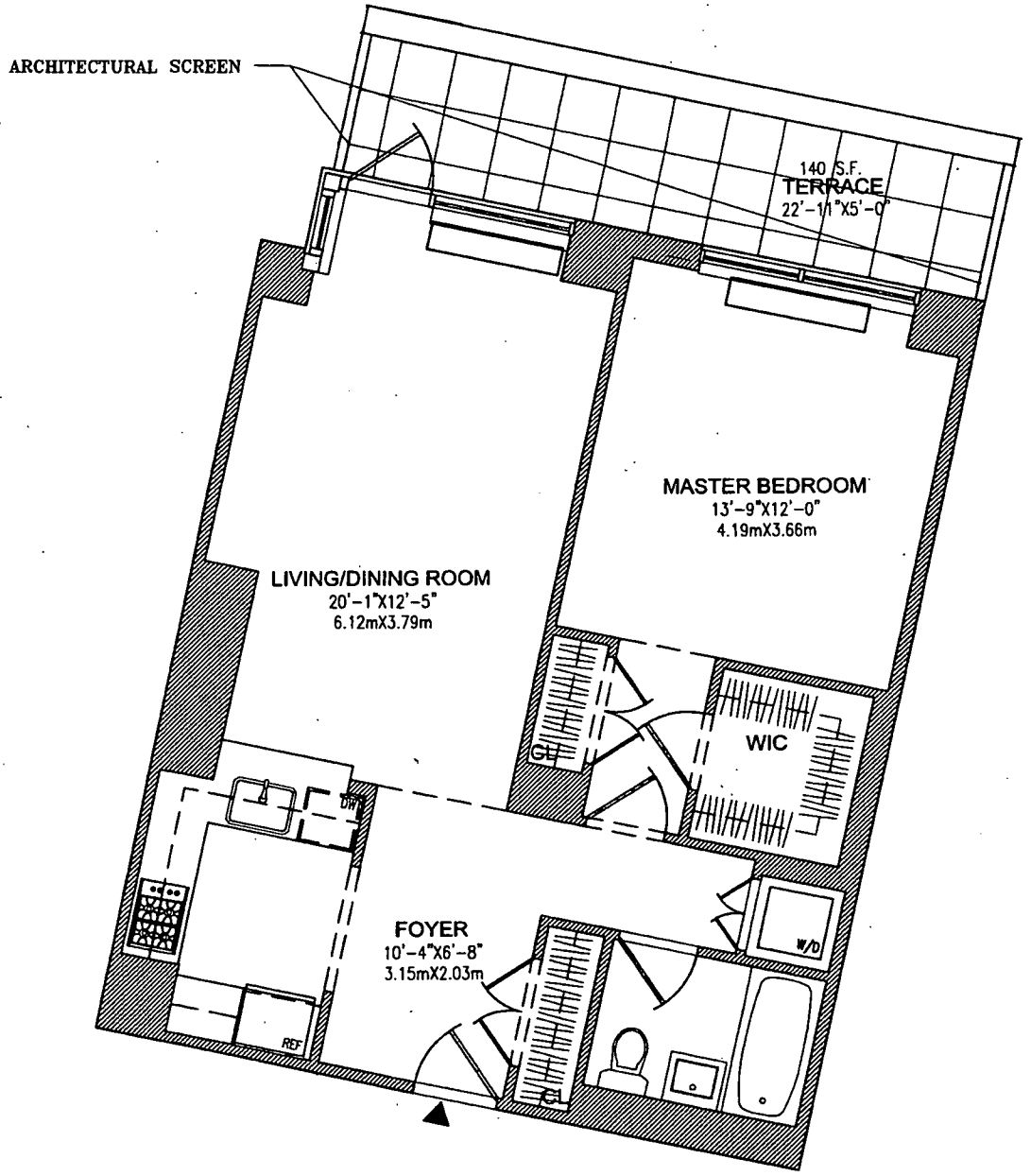


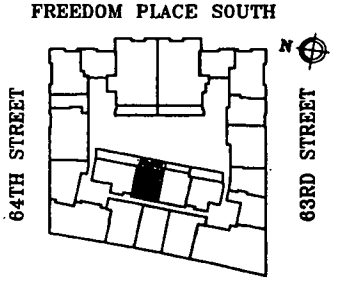
V
RESIDENCE

3RD FLOOR

1 BEDROOM
1 BATH
TERRACE

THE RUSHMORE





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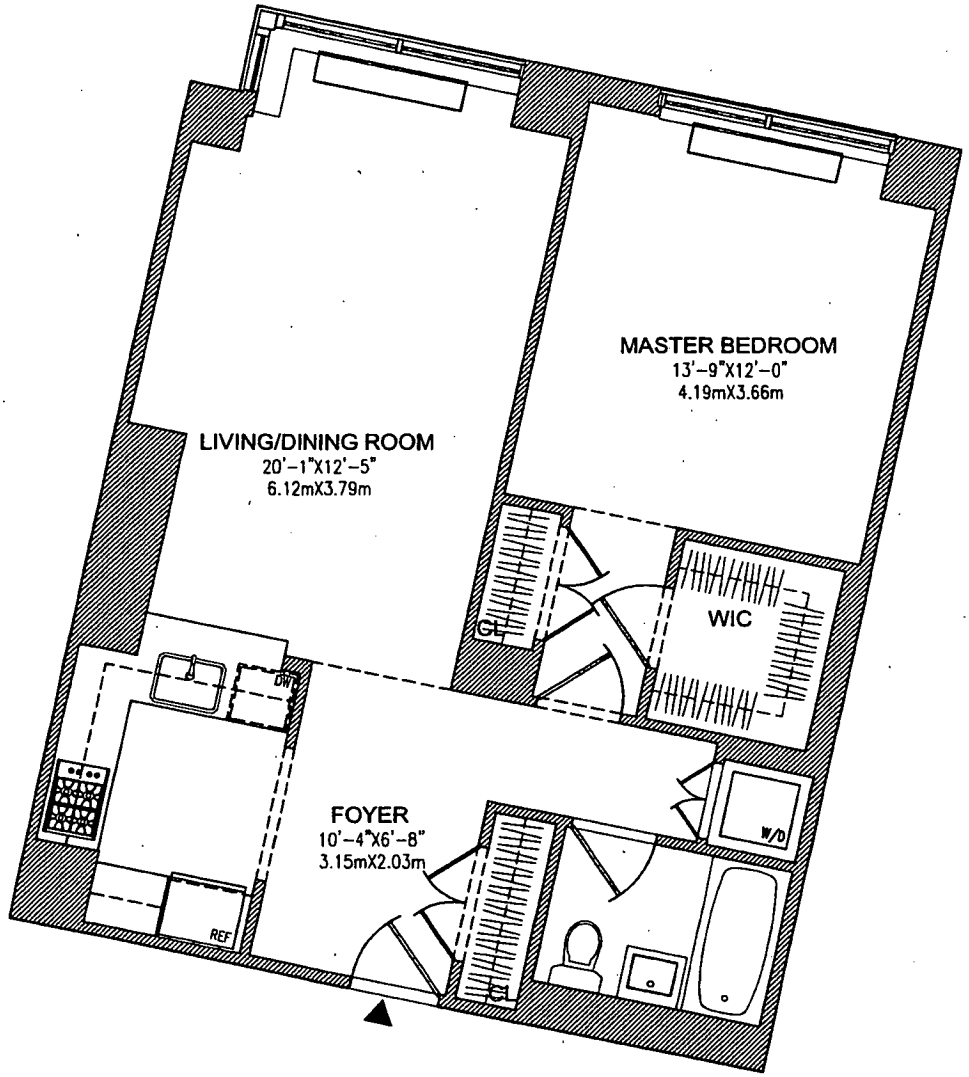
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RESIDENCE

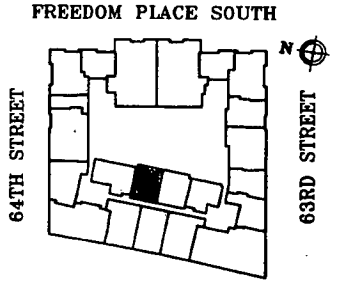
4TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE







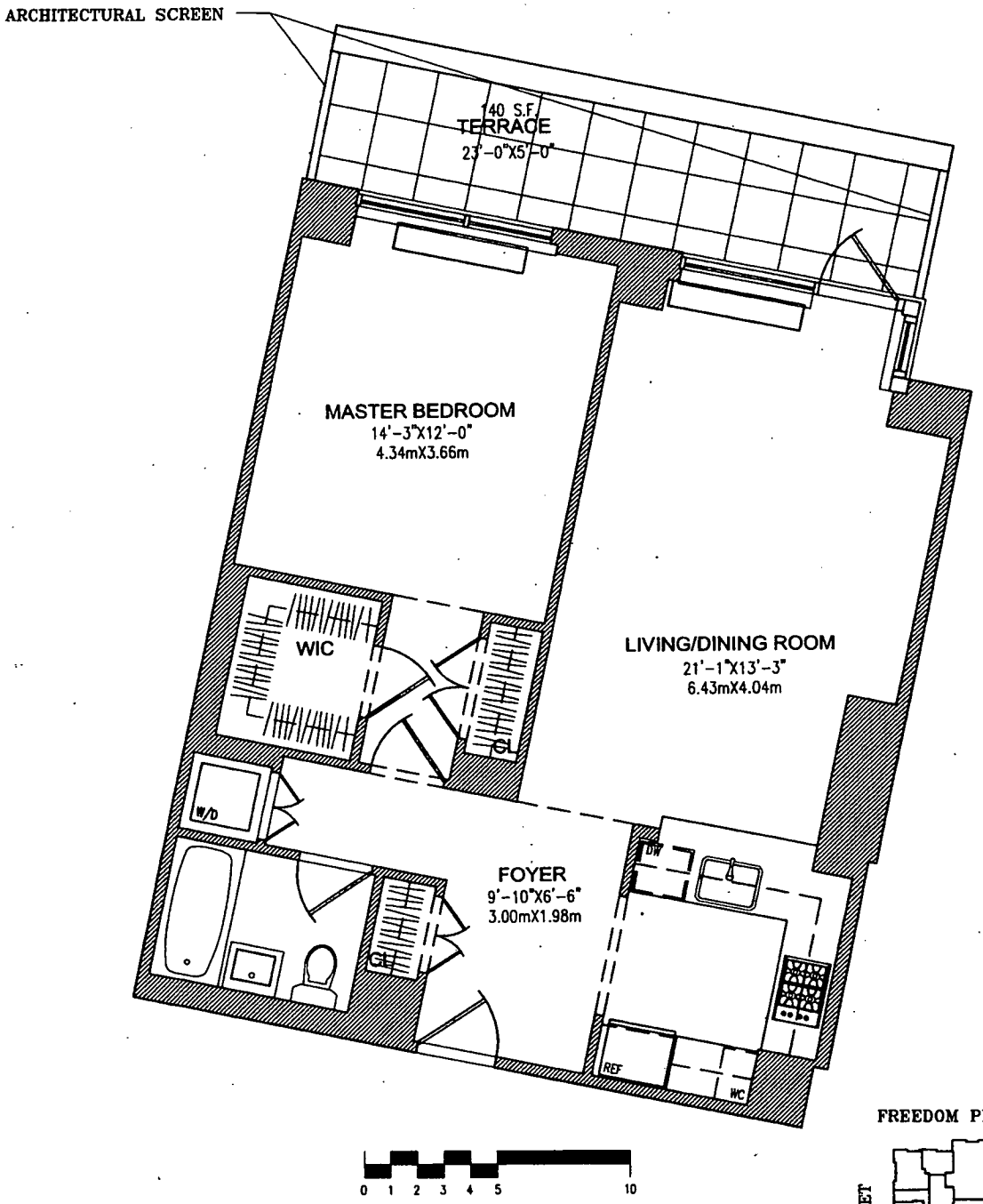
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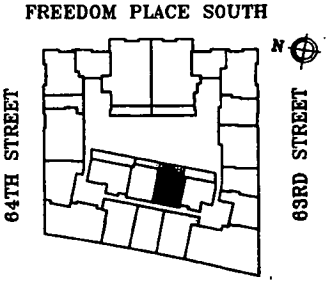
W RESIDENCE

3RD FLOOR

1 BEDROOM
1 BATH
TERRACE

THE RUSHMORE





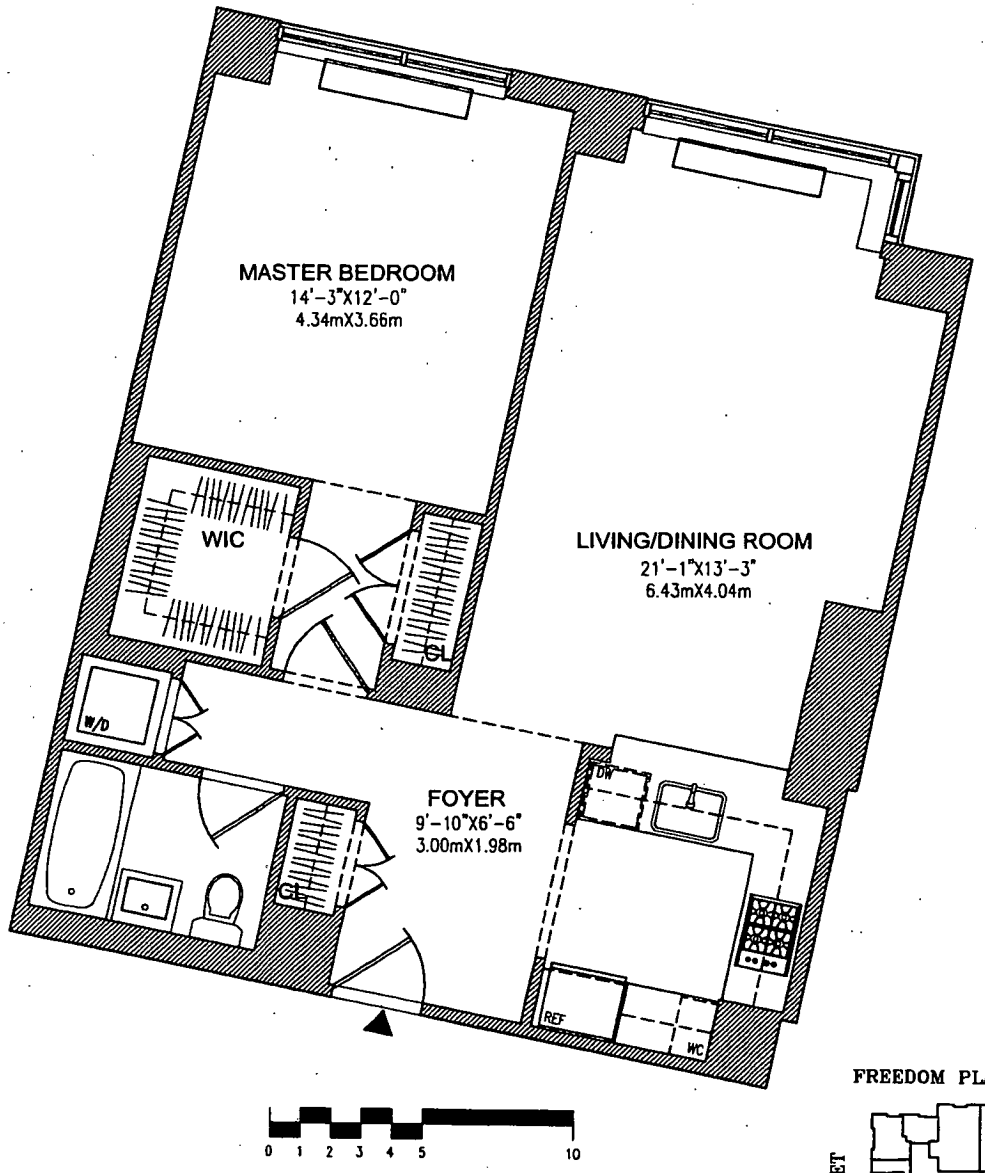
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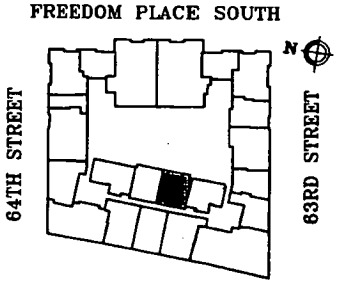
W RESIDENCE

4TH FLOOR

1 BEDROOM
1 BATH

THE RUSHMORE





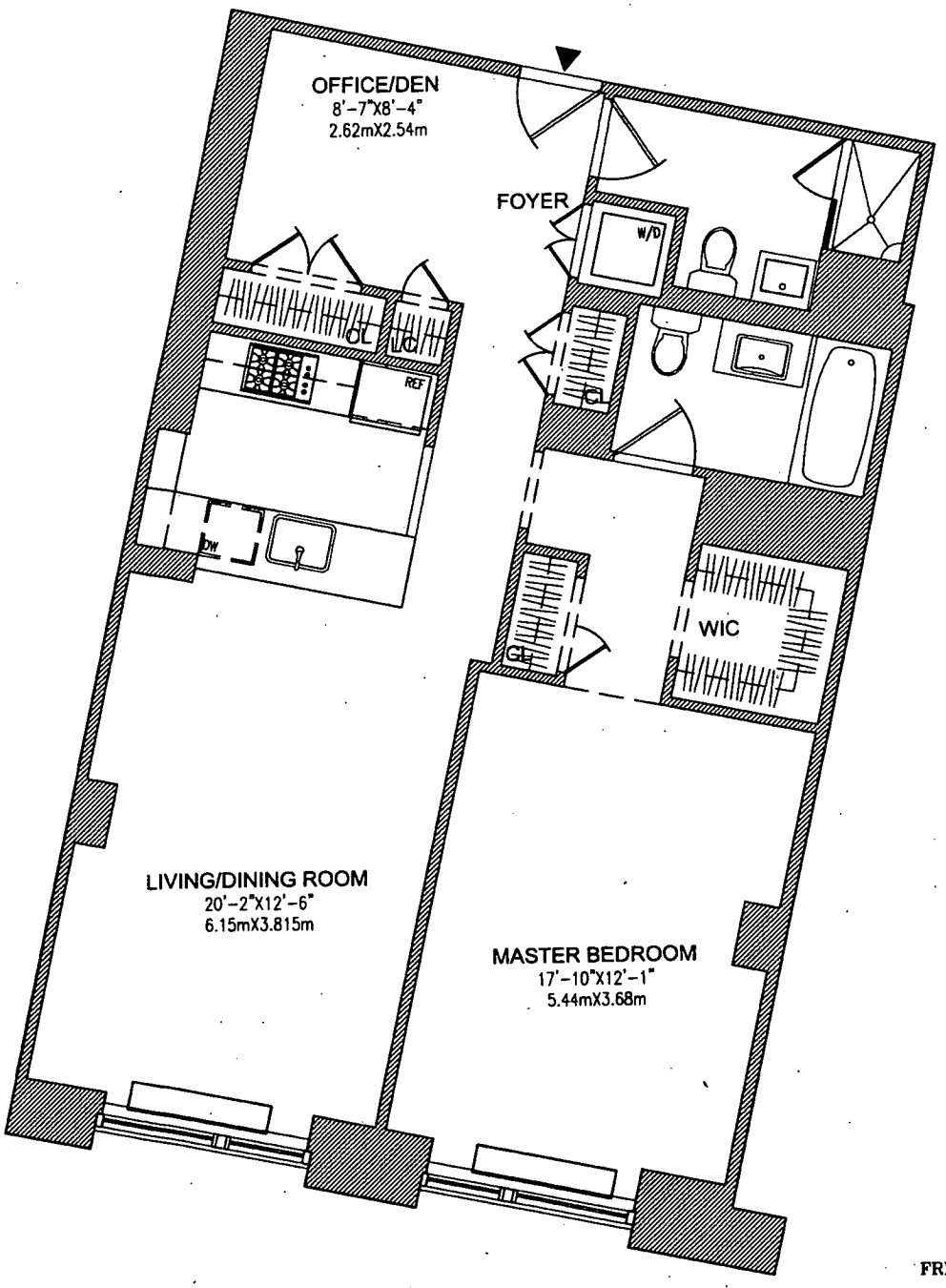
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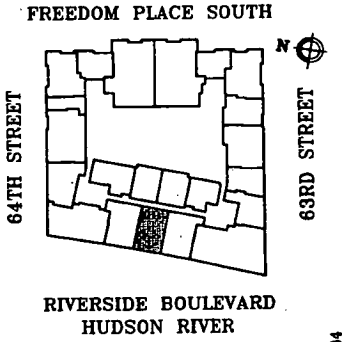
X
RESIDENCE

3RD FLOOR

1 BEDROOM
2 BATHS
OFFICE/DEN

THE RUSHMORE





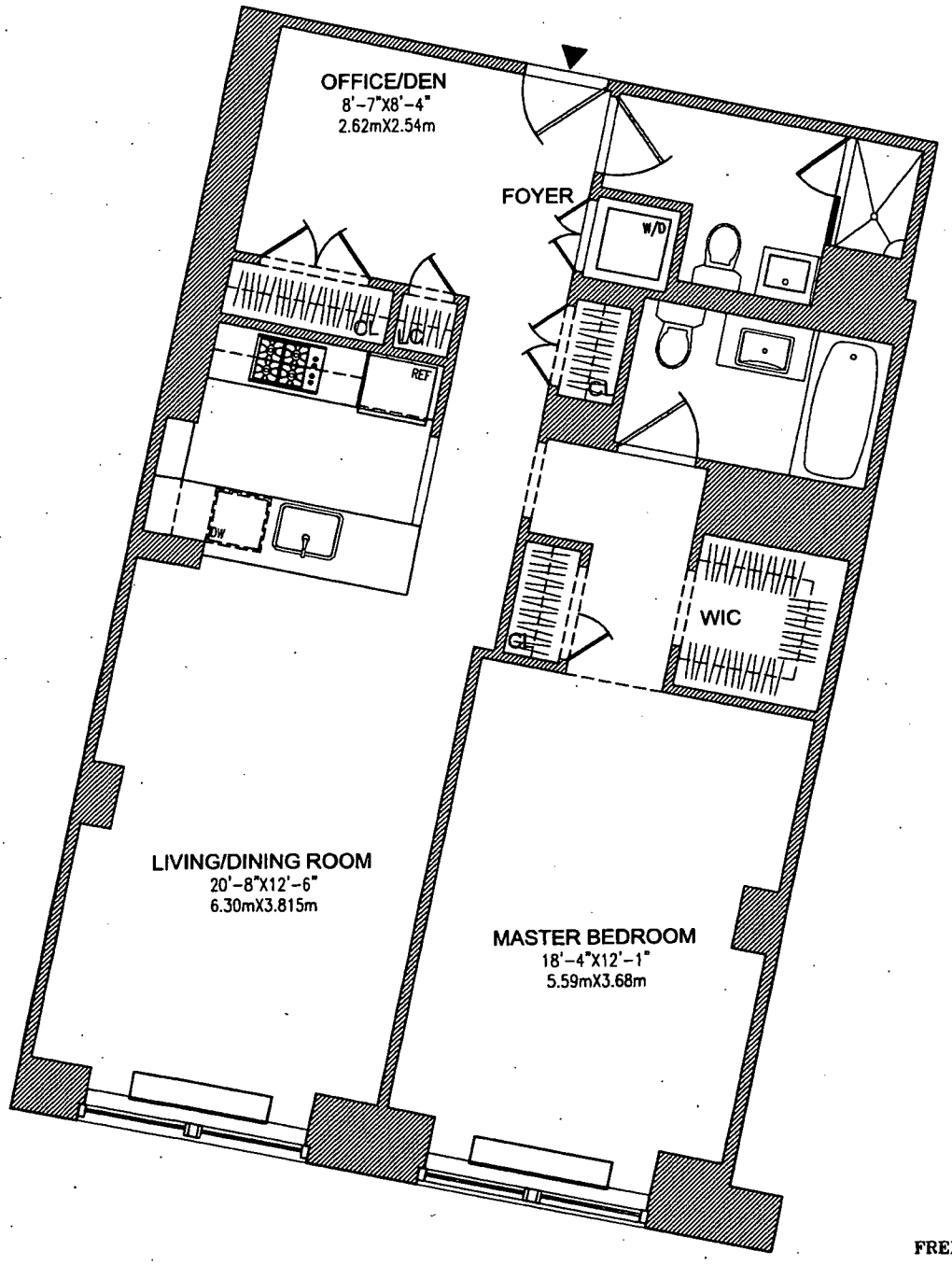
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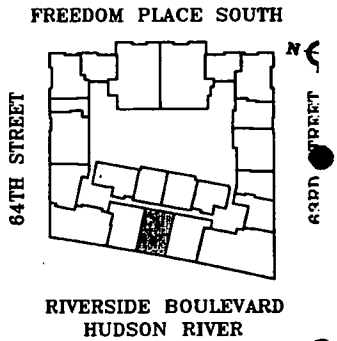
X
RESIDENCE

4TH FLOOR

1 BEDROOM
2 BATHS
OFFICE/DEN

THE RUSHMORE





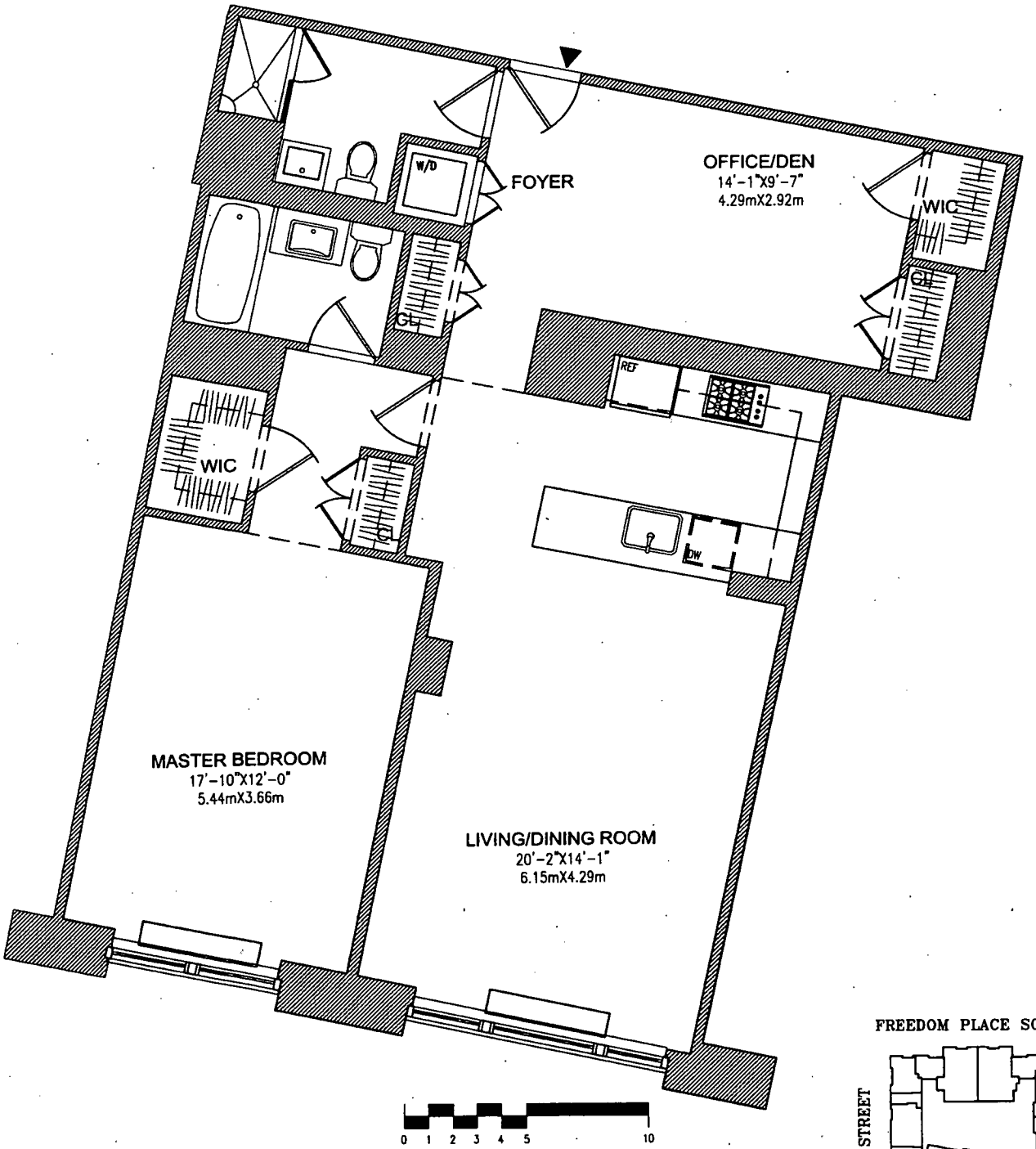
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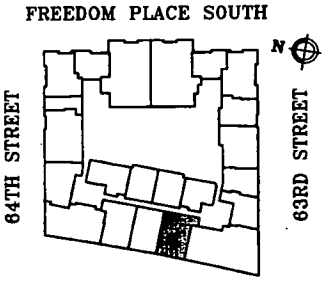
RESIDENCE

3RD FLOOR

1 BEDROOM
2 BATHS
OFFICE/DEN

THE RUSHMORE





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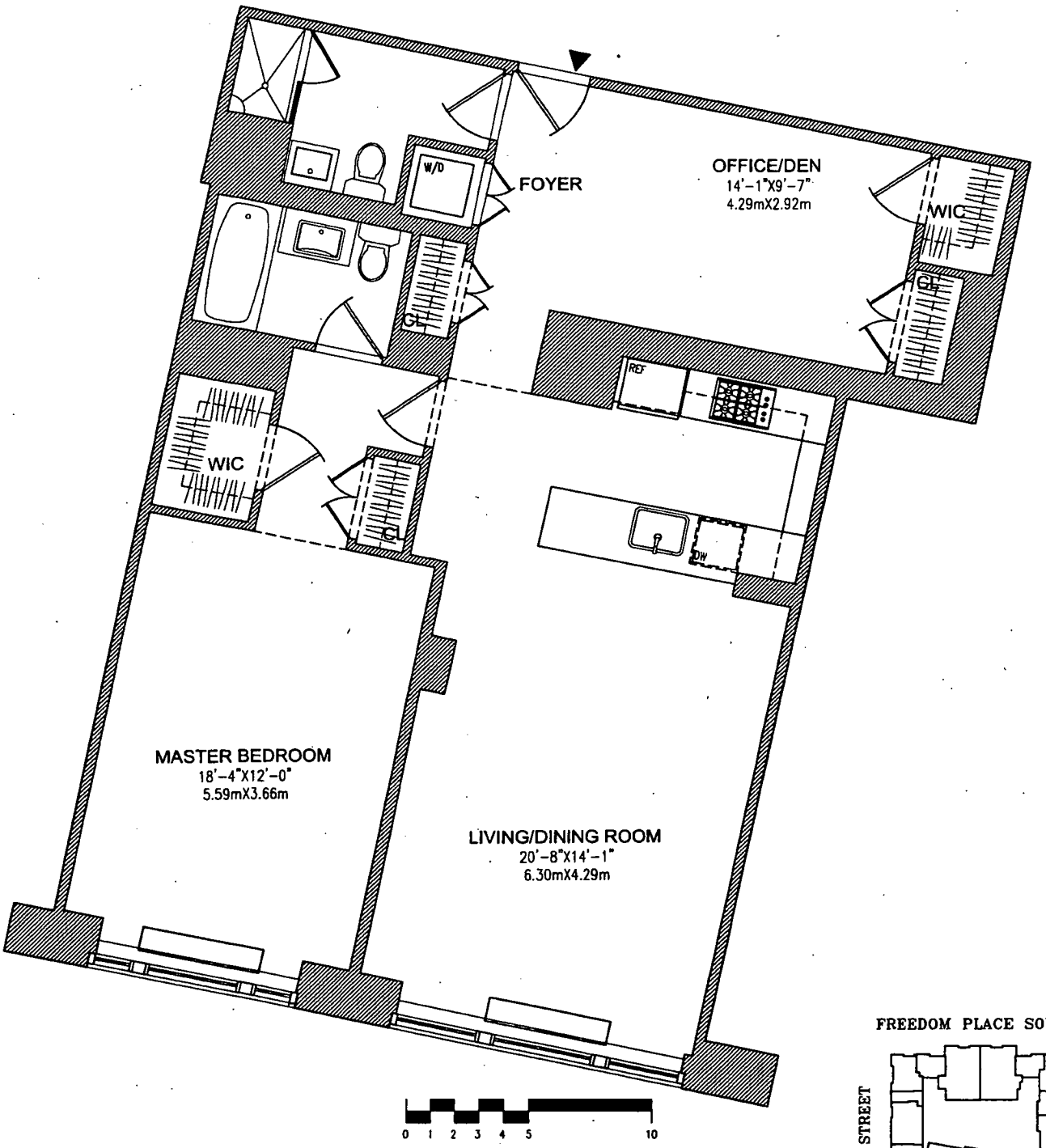
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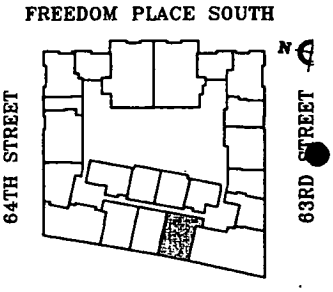
RESIDENCE

4TH FLOOR

1 BEDROOM
2 BATHS
OFFICE/DEN

THE RUSHMORE





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EXHIBIT "6"

CONDOMINIUM DECLARATION

DECLARATION
Establishing a Plan for Condominium Ownership
of the Premises known as
80 Riverside Boulevard
New York, New York 10069

Pursuant to Article 9-B of the Real Property
Law of the State of New York
Name
RUSHMORE
Declarant
CRP/Extell Parcel I, L.P.
c/o Extell Development Company
800 Third Avenue, Fourth Floor
New York, New York 10022

Date of Declaration

The land affected by the within instrument lies in
Section ___, Block 1171 formerly known as Lot 140,
now known as Lots ____ - ____
on the Tax Map of the Borough of Manhattan, City of New York

Stroock & Stroock & Lavan LLP
Attorneys for Declarant
180 Maiden Lane
New York, New York 10038
(212) 806-5400

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Exhibits

A. Description of the Land
B. Description of the Units
C. Definitions
D. By-Laws
E. Power of Attorney

DECLARATION
OF
RUSHMORE

(Pursuant to Article 9-B of the Real Property Law
of the State of New York)

CRP/Extell Parcel I, L.P., a Delaware limited partnership, having an office at c/o Extell Development Company, 800 Third Avenue, Fourth Floor, New York, New York 10022 ("Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as the "Rushmore" (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the by-laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said by-laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to those terms in the By-Laws.

ARTICLE 3

THE LAND

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City, County and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 43,238 square feet.

ARTICLE 4

THE PROPERTY

Included in the Property described in Article 2 is a building (the "Building") consisting of 3 commercial units, one located on a portion of the Sub-Cellar 2 level, Sub-Cellar 1 level, Cellar and First Floor ("the Commercial Unit 1 "), one located on a portion of the Sub-Cellar 2 level, Sub-Cellar 1 level, Cellar and First Floor ("the Commercial Unit 2 ") and one located on a portion of the Sub-Cellar 2 level, Sub-Cellar 1 level, Cellar and First Floor ("the Garage Unit"), the Commercial Unit 1, the Commercial Unit 2 and the Garage Unit are collectively referred to as the "Commercial Units" and individually, a "Commercial Unit"), and 289 residential units (collectively, the "Residential Units" and individually, a "Residential Unit"). The Commercial Units and the Residential Units are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The Residential Units, together with the Residential Common Elements and the Residential Limited Common Elements (as hereinafter defined), are collectively referred to as the "Residential Section." The Commercial Units together with the Commercial Common Elements and the Commercial Limited Common Elements (as hereinafter defined) are collectively referred to as the "Commercial Section." The owner of a Residential Unit is herein called a "Residential Unit Owner" and all the owners of the Residential Units are herein collectively called the "Residential Unit Owners." The owner of a Commercial Unit at any time, or its designee, is herein called a "Commercial Unit Owner" and all of the owners of the Commercial Units are herein collectively called the "Commercial Unit Owners" to the extent the Commercial Unit is divided each of the owners of the Commercial Units shall collectively be called the "Commercial Unit Owners." The Residential Unit Owners and the Commercial Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner." The Commercial Units may be used for any lawful uses.

ARTICLE 5

THE BUILDING

The Building consists of one erected Class 1B (fireproof) building. The Building being constructed on the Land will contain three (3) below-grade levels (the "Sub-Cellar 2", "Sub-Cellar 1" and "Cellar"). The Building is constructed of reinforced concrete, flat plates, beams and columns. There are 41 stories above grade. The floors in the Building are named (from bottom to top): Sub-Cellar 2, Sub-Cellar 1 and Cellar, First Floor, Floors 3 through 12, Floors 14 through 42, and Penthouse. The Commercial Units occupy portions of the Sub-Cellar 2, Sub-Cellar 1, Cellar and First Floor. There are no floors designated as Floor 2 or Floor 13 in the Building.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation;

(ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square foot area; (v) number of rooms; and (vi) the percentage interest in the General Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by _____, and intended to be approved by the Real Property Assessment Department of the City of New York and filed in the New York County office of the Register of the City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, flooring, wallcoverings, molding, non-load bearing interior walls and partitions and sheet rock and plaster wall covering, smoke detectors and carbon monoxide detectors, all plumbing, gas and heating fixtures (including shower pans) and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors from the point at which such pipes, wiring, ductwork or conduits service other Units. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit by a Unit Owner other than Declarant, to the extent located within a Unit and serving or benefiting only that Unit including, but not limited to, any freight elevators or freight entrances servicing a Commercial Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

6.3 Each Commercial Unit will include all escalators, elevators, stairs, if any, and all related Facilities exclusively serving that Commercial Unit including outdoor Signs for the Commercial Unit.

6.4 As of the date of the filing of this Declaration with the City Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

DIMENSIONS OF UNITS

Each Unit will be measured horizontally from the exterior face of the exterior walls (perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and the midpoint of partitions separating one Unit from another Unit, public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any Common Element located within a Unit shall not be considered a part of such Unit. Each Unit will be measured vertically from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.

ARTICLE 8

COMMON ELEMENTS

8.1 The common elements of the Condominium (the "Common Elements") consist of the General Common Elements and the Limited Common Elements (as hereinafter defined). The General Common Elements include, but not are not limited to the Land all parts of the Building and improvements thereon other than the Units and the Limited Common Elements and include those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, Maintenance or safety of the Property. The Limited Common Elements of the Condominium consist of those Common Elements that serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners (in which event they are called "Residential Common Elements"), (b) one or more but not all of the Residential Units or the Residential Unit Owners (in which event they are called "Residential Limited Common Elements"), (c) the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Common Elements"), or (d) one or more but not all of the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Limited Common Elements"). The General Common Elements are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Unit Owners.

8.2 As used in this Declaration, the word "Facility" or "Facilities" means all equipment and facilities necessary for the operation of the Building or its systems and includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, Sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, door, railing, coping,

step, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.4 The General Common Elements consist of the following:

8.4.1 The Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto.

8.4.2 Any of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Sections 8.5 or 8.6), together with those portions of the exterior walls of the Building beyond the Commercial and Residential Unit side of the glass or concealed block work or concealed structural members of those walls.

8.4.3 Central and appurtenant Facilities for services such as heating, cooling venting, air-conditioning, communications, security, lighting, plumbing, electrical work, fire safety, if any, which serve the Commercial Section and the Residential Section and are not a part of any Unit, Residential Common Elements, Commercial Common Elements or any Limited Common Element.

8.4.4 The rooms and Facilities located as follows: emergency generator room, oil tank room, fuel oil tank room, boiler room, meter rooms and related Facilities located in Sub-Cellar 2 level; the pump room, locker room and meter rooms and related Facilities located on the Sub-Cellar 1 level; and gas meter room, telephone room, electrical switchgear room, mechanical rooms, superintendent's office, building staff locker room, workshop, water meter room and related Facilities located on the Cellar level, all general illumination fixtures and security systems; all passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building serving both the Residential Section and Commercial Section, which are not Residential Common Elements, Residential Limited Common Elements, Commercial Common Elements, Commercial Limited Common Elements or part of any Unit; the two (2) water storage tanks and related Facilities on the roof of the Building and the one (1) open cooling tower and related Facilities located on the roof of the Building and plate frame exchangers in Sub-Cellar 2 boiler room; one (1) service elevator serving floors Sub-Cellar 2 through 18th Floor and one (1) passenger/service elevator serving floors Sub-Cellar 1, Cellar and 1st Floor (including their shafts, pits, machinery and appurtenant facilities).

8.4.5 The roofs over the floor of the Building (except to the extent that a portion of a roof is comprised of a Residential Common Elements, or Residential Limited Common Element).

8.4.6 The Building's façade.

8.4.7 All corridors and all fire staircases, landings and stairs which are not Residential Common Elements, Residential Limited Common Elements, Commercial Common Elements, Commercial Limited Common Elements or part of any Unit.

8.4.8. Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of all of the Commercial Section and the Residential Section and are not a part of any Unit, Residential Common Elements, Commercial Common Elements or any Limited Common Element.

8.5 The Residential Common Elements consist of the following:

8.5.1 Any of the following: all columns, girders, floor slabs and ceilings, beams, and supports, exterior walls and load bearing interior walls (including those within each Unit exclusive of sheet rock or plaster coats or any wall coverings or decorations thereon) and interior load bearing walls from above the slab over the First Floor of the Building to the roof (except as otherwise provided in Section 8.7).

8.5.2 Residential electric meters and panels, electric closets, feeders, risers and Facilities, Residential gas meter and direct burial telephone cables serving exclusively the Residential Section.

8.5.3 Kitchen, bathroom and dryer exhaust ducts, corridor and Residential Unit supply air ducts, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section.

8.5.4 CATV riser and all other Facilities located in the Property serving or benefiting exclusively the Residential Section to the extent that the same are not owned by a third party.

8.5.5 The rooms and Facilities located as follows: laundry room located on the Cellar level; the Storage Bin rooms located in the Sub-Cellar 2 and Sub-Cellar 1 and Cellar levels; the Bike Storage room in the Cellar and First Floor; the compactor rooms located in the Cellar and the refuse room located on the First Floor of the Building; the residential lobbies, vestibules and entrances, the interior landscaped courtyard, garden lounge, the Health and Fitness Center (including lap swimming pool), children's playroom and function room, billiards room, mailroom, package room, sitting alcoves, valet and reception office all located on the First Floor of the Building; the refuse rooms and refuse chutes located in the Building, three (3) automatic passenger elevators serving floors Cellar, 1st through 18th Floors and three (3) automatic passenger elevators serving floors Cellar, 1st, and 19th through Penthouse Floors (including their shafts, pits, machinery and appurtenant facilities) and the mechanical equipment rooms and areas and the elevator machine rooms located on the roof.

8.5.6 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Residential Units, Residential Limited Common Elements or part of the Commercial Units, Commercial Common Elements, Commercial Limited Common Elements, or General Common Elements.

8.5.7 Fire staircase No. __ and its landings and stairs from the landing on the First Floor to the roof; fire staircase No. __ and its landings and stairs from the Cellar to the roof and fire staircase No. __ and its landings and stairs from the Cellar to the roof.

8.5.8 The windows in the Residential Section that do not exclusively open into a an individual Residential Unit and the fireplace flues servicing the Residential Unit.

8.5.9 All other Facilities exclusively serving the Residential Section, excluding the Residential Units, the Residential Limited Common Elements, the Commercial Common Elements, the Commercial Limited Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of the Residential Section.

8.5.10 Notwithstanding anything to the contrary in this Article 8, if a Residential Common Element benefits only certain Residential Unit Owners, then the Residential Section's costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interests of all benefiting Residential Unit Owners. In addition, except as otherwise provided in Subsection 6.9.2.1 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation and Maintenance of any such Residential Common Element at their sole cost and expense.

8.6 The Residential Limited Common Elements consist of the following:

8.6.1 The Terraces to which one or more Residential Units have access as set forth in Exhibit B annexed hereto. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, where a Terrace is a Residential Limited Common Element appurtenant to a Residential Unit, the Residential Unit Owner thereof shall have the exclusive right to use such Terrace subject to rights of the Boards to regulate its use and to access the Terrace for maintenance, repair and replacement and other uses.

8.6.2 That portion of equipment, fixtures or Facilities serving or benefiting one Residential Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Residential Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Residential Unit Owner who is so served or benefited by such Residential Limited Common Element shall have the exclusive right to use such Residential Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Unit Owner's sole cost and expense.

8.6.3 All other Facilities exclusively serving one or more but not all Residential Units, excluding the Residential Units, the Residential Common Elements, the Commercial Common Elements, the Commercial Limited Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Residential Units.

8.7 The Commercial Common Elements consist of the following:

8.7.1 Any of the following: all columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls located within any Commercial Unit or separating a Commercial Unit from a Residential Unit or a Residential Common Element.

8.7.2 Commercial electric meter, separate cold water meter, gas meter and other utility meters (if any) serving or available for the exclusive use of the Commercial Section.

8.7.3 Ductwork, and all other HVAC and electric and similar Facilities serving or benefiting exclusively the Commercial Section.

8.7.4 All windows in the Commercial Section other than windows which are part of the Commercial Units.

8.7.5 All remaining Facilities exclusively serving the Commercial Units, excluding the Commercial Units, the Commercial Limited Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of the Commercial Units.

8.7.6 Notwithstanding anything to the contrary in this Article 8, if a Commercial Common Element or a General Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance, including but not limited to the cost of staff necessary for such operation and Maintenance and repair, of any such Commercial Limited Common Element at their sole cost and expense.

8.8 The Commercial Limited Common Elements consist of any portion of the Property in the event of the subdivision of the Commercial Unit excluding the Commercial Units, the Commercial Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of one or more but not all Commercial Units. As of the date of the date of the Declaration there are no Common Elements falling into the category of Commercial Limited Common Elements.

8.8.1 Notwithstanding anything to the contrary in this Article 8 or the By-Laws, if a Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise

provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance including but not limited to the cost of staff necessary for such operation and Maintenance of any such Commercial Limited Common Element at their sole cost and expense.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 Except as more particularly set forth in this Declaration or the By-Laws, Residential Units may be used for residential purposes only, but not more than one family may occupy a Residential Unit at one time. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate, or other instrumentality thereof,) may only be occupied (unless the Residential Board otherwise consents) by said individual, or an officer, director, stockholder or employee of such corporation, or a partner or employee of such partnership, or said fiduciary or (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, or a principal or employee of such other entity, respectively, or members of the immediate family, guests or domestic employees of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such family members, guests or domestic employees). Any Residential Unit may be used for professional purposes, or for any other lawful purposes, subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for such Residential Unit, (2) applicable Law, (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, (4) compliance with the By-Laws and (5) the prior written permission of the Residential Board, which permission shall in no event be granted unless the Residential Board affirmatively finds that the conditions in (1) through (3) above have been met. An home office use hereunder shall only be accessory to the residential use of the Residential Unit. No clients or business invitees shall be permitted to visit a home office and no Signs shall be allowed in connection with the home office. Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the permission of the Residential Board, (1) grant permission for the use of any Unsold Residential Unit (as defined in Exhibit C) owned by it as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations and (2) use any Unsold Residential Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable Law.

9.3 As more particularly set forth in the By-Laws a Residential Unit may be used for any lawful purposes, subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for such Residential Unit, (2) applicable Law, and (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent

Residential Units for residential purposes. Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

9.4 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may without the permission of the Residential Board, (1) grant permission for the use of any Unsold Residential Unit (as defined in Exhibit C) owned by it as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations and (2) use any Unsold Residential Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable Law.

9.5 The Commercial Units may be used for any lawful purposes, including, without limitation, garage department and other retail stores and outlets, storage, theaters, banks, restaurants and commercial and professional offices subject to certain use restrictions set forth in the By-Laws.

ARTICLE 10

CHANGES IN THE RESIDENTIAL SECTION

Except to the extent prohibited by Law, Declarant or its designee shall have the right, without the vote or consent of any Board, other Unit Owners or the Residential Mortgage Representatives, if any, to: (a) make alterations, additions or improvements to any Unsold Residential Units; (b) change the use (subject to Section 9.2 above) or layout of, or number of rooms in, any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, converting a Residential Unit or any portion thereof to a Residential Common Element, a Residential Limited Common Element a Commercial Unit, a Commercial Common Element or a Commercial Limited Common Element, altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) which exclusively benefit an Unsold Residential Unit into such Unit; (d) designate a Unit or a Common Element as part of a newly created or expanded Residential Unit, Residential Limited Common Element, Commercial Unit, Commercial Common Element, Commercial Limited Common Element or General Common Element or designate all or part of a Residential Unit as a newly created or expanded Commercial Unit, Residential Common Element, Residential Limited Common Element, Commercial Common Element, Commercial Limited Common Element or General Common Element; and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Residential Units (other than Unsold Residential Units) shall not be changed by reason thereof unless the owners of such Residential Units shall consent thereto; (ii) Declarant or its designee shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any

liability arising therefrom. By written permission of the Residential Board, which permission, shall not be unreasonably withheld, any other Residential Unit Owner may be given, with respect to his Residential Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Residential Units, including, without limitation, the right to combine, subdivide and/or otherwise reconfigure two or more adjacent Residential Units owned by such Residential Unit Owner. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit shall be made unless there is first delivered to the Residential Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Residential Section or of the Condominium or any other person reasonably acceptable to the Residential Board in the case of any Unsold Residential Unit, and (ii) by either the managing agent of the Residential Section or of the Condominium, or any other person reasonably acceptable to the Residential Board in the case of any other Residential Unit. Declarant or the owner of any Unsold Residential Unit will have the right, without the consent of any other Unit Owner or Board to amend the Declaration and By-Laws to reflect the foregoing changes. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or the owner of any Unsold Residential Unit.

ARTICLE 11

CHANGES IN THE COMMERCIAL SECTION

Except to the extent inconsistent with Article 15 or the By-Laws or prohibited by Law, each Commercial Unit Owner shall have the right, subject to the approval of the Commercial Board, which shall not be unreasonably withheld, but without the vote or consent of the Residential Board or Condominium Board, other Unit Owners or Residential Mortgage Representatives, if any, to: (1) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Limited Common Elements; (2) change the layout or number of rooms in the Commercial Units from time to time; (3) change the Commercial Units, by subdividing the same, into any desired number of commercial condominium units, combining any of the Commercial Units or combining any units resulting from a subdivision, altering the boundary walls between the Commercial Units, or otherwise; (4) designate a Unit or a Common Element as part of a newly created or expanded commercial condominium unit or designate all or part of a Commercial Unit as a newly created or expanded Residential Unit, Residential Common Element, Commercial Common Element or Commercial Limited Common Element; (5) reapportion among the newly created or expanded Commercial Units and/or Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall

dimensions of the particular Unit, and provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Commercial Units and/or Residential Units than existed for the original Commercial Units; and (6) change, alter or modify the facade or portion of the exterior wall appurtenant to the Commercial Units provided, however, that the percentage interest in the Common Elements of any portion of the Commercial Units owned by another Commercial Unit Owner or of any Residential Unit shall not be changed by reason thereof unless the owner of such Unit shall consent thereto, and the Commercial Unit Owner shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom.

ARTICLE 12

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium, the Residential Section or the Commercial Section.

ARTICLE 13

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

13.1 The percentage interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

13.2 The percentage interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the percentage interest of such Residential Unit bears to the Common Interests of all Residential Units.

ARTICLE 14

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, Residential Board or Commercial Board, as the case may be, or made by Declarant or the owner of an Unsold Residential Unit, a Commercial Unit Owner in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by

condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the Maintenance of the same as long as the Building shall stand.

ARTICLE 15

NAME OF CONDOMINIUM AND BUILDING

The Condominium and the Building shall be designated and known as the "Rushmore." Declarant and Declarant's assignee shall own and control all rights and interests, including the right to apply for any state trademark and prosecute to registration any federal trademark applications, and shall be responsible for all obligations and liabilities, including those in furtherance of protecting, policing and maintaining any applicable trademark rights, which may include litigating against those whom Declarant believes may be infringing Declarant's rights in and to the name of the Condominium and Building, appurtenant to the name of the Condominium and/or the Building. Only Declarant shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Declarant as the sponsor of the condominium offering, together with such other information as Declarant determines in its sole discretion.

ARTICLE 16

EASEMENTS AND RIGHTS OF ACCESS

16.1 Except as set forth in this Declaration, (i) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as will be necessary to Maintain, such Unit Owner's Unit and an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity, steam and ventilation, (ii) each Residential Unit Owner will have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and any Facilities located therein (wherever located in the Building), including, but not limited to, such easement as will be necessary to operate, Maintain as necessary, such Residential Unit Owner's Unit and (iii) each Commercial Unit Owner will have, in common with all other Commercial Unit Owners, an easement for the use of the Commercial Common Elements and those Commercial Limited Common Elements appurtenant to such Commercial Unit, if any, and any Facilities located therein (wherever located in the Building), including, but not limited to, such easement as will be necessary to operate, Maintain such Commercial Unit Owner's Unit. The Commercial Section and the Residential Section will be subject to such easements.

16.2 The Condominium Board, with respect to the General Common Elements, the Residential Board with respect to the Residential Common Elements and the Residential Limited Common Elements and the Commercial Board with respect to the Commercial Common Elements and the Commercial Limited Common Elements or their respective agents, to the extent such Boards are permitted to act by the By-Laws for such purposes, will have a right of

access to each Unit to inspect the same, to remove violations therefrom and to Maintain the Common Elements contained therein or elsewhere in the Property.

16.3 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Commercial Section as the case may be, and for the use of any Common Element, to the extent necessitated by an Emergency including but not limited to an easement by the Commercial Unit Owners for Emergency access through and over the fire stairs in the Building. The Residential Section and the Commercial Section shall be subject to such easement.

16.4 The Condominium Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the General Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to Maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements.

16.5 The Residential Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the Residential Common Elements and the Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units, the Residential Common Elements; or the Residential Limited Common Elements.

16.6 Each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the Commercial Common Elements or the Commercial Limited Common Elements appurtenant to such Commercial Unit located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of any Commercial Unit, the Commercial Common Elements or the Commercial Limited Common Elements.

16.7 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

16.8 Declarant or its designee and the Commercial Unit Owner and their successors and assigns shall, to the extent permitted by Law, have an easement to erect, operate and Maintain from time to time, one or more Signs on the Property for the purposes of advertising (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Commercial Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Commercial Unit or of any Unsold Residential Units, as the case may be, provided such Signs are in keeping with the character of the Building. Declarant shall have an easement to utilize the Common Elements of the Building in connection with its sales and leasing efforts relative to the Unsold Residential Units. Declarant and the Commercial Unit Owners will have an easement and the right to change the facade of the Building and alter, replace, restore, renovate, remodel and reconstruct the existing

facade of the Building through and including the Mezzanine Floor of the Building, provided that such penetration does not materially weaken the structural soundness of the Building.

16.9 Declarant and the Commercial Unit Owners have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law.

16.10 Declarant or its designee and the Residential Board with respect to the Residential Section, the Commercial Board with respect to the Commercial Section and the Condominium Board with respect to the Property, shall have the right to grant such additional electric, gas, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the roof or relocate any easements in any portion of the Residential Section, the Commercial Section or the Property, as the case may be, as Declarant or its designee, the Residential Board, the Commercial Board or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and Maintenance of the Building or any portion thereof, or to complete the Building as described in the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that the Condominium Board shall not grant such additional easements within a Commercial Unit without the consent of the Commercial Unit Owner thereof and provided further that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any company providing the utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of the aforementioned easements to in order to install, operate, Maintain and service same, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes.

16.11 Declarant and the owner of any Unsold Residential Unit, and their respective assignees and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate and Maintain satellite dishes and similar equipment on the roofs and facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto, other than those portions of the roof which constitute **Residential Common Elements** or Residential Limited Common Elements and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation or Maintenance, repair, alteration, rebuilding, restoration or replacement thereof. Declarant shall be entitled to assign, lease, license or otherwise transfer its rights with respect to the foregoing easements and the Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant, its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes, equipment or other facilities placed upon the roof and the facade of the Building and elsewhere on the Common Elements by Declarant, its designees, assignees, tenants, licensees or transferees and shall be the exclusive property of Declarant, its designees, assignees tenants, licensees or transferees and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

Notwithstanding the foregoing, additional utilities or the relocation of existing utilities cannot be installed in the Commercial Unit without the consent of the Commercial Unit Owner.

16.12 Declarant and the Commercial Unit Owner have an easement over all portions of the Building to complete construction thereof and to otherwise comply with their obligations under the Plan, if any.

16.13 Any easements granted to Declarant, any Board, any Unit or any Unit Owner or other party under this Declaration and the By-Laws may be exercised by such Unit Owner's employees, agents, contractors, suppliers, utility providers, service providers, customers, guests, invitees, licensees, servants, subtenants, members, and visitors, members, tenants and/or tenant-shareholders, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by Declarant, the Unit Owner or Board, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes.

16.14 Any easements or rights of access granted hereunder will be exercised, to the extent practicable, in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. Any Maintenance performed in accordance with the provisions of this Article 16 in or to any Commercial Unit will be performed outside normal business hours (i) if failure to do so would cause unreasonable interference with the use and occupancy of the applicable Commercial Unit, or (ii) if otherwise reasonably requested by a Commercial Unit Owner. Any additional costs and expenses incurred as a result of such work being done outside of normal business hours will be borne by the Unit Owner whose Unit was accessed. Except as otherwise expressly provided in this Declaration or in the By-Laws, entries to General Common Elements or Limited Common Elements which must be accessed through a Commercial Unit will be permitted on not less than three (3) business days' notice to the Commercial Unit Owner thereof and entries to General Common Elements or Limited Common Elements which must be accessed through a Residential Unit will be permitted on not less than one (1) business days' notice to the Residential Unit Owner thereof. Notwithstanding the foregoing, only such notice as may be practical under the circumstances will be necessary in the case of an Emergency, provided that thereafter the Boards will give notice to the affected Unit Owner as promptly as is practical under the circumstances.

ARTICLE 17

POWER OF ATTORNEY

17.1 Each Residential Unit Owner shall grant to the Condominium Board and the Residential Board an irrevocable power of attorney, coupled with an interest (annexed as Exhibit E to this Declaration or otherwise in such form and content as the Condominium Board and the Residential Board shall determine) following due authorization (if required) from the Residential Unit Owners (a) to acquire or lease any Residential Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and

at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Condominium Board or Residential Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument (i) as regards the Condominium Board, affecting the General Common Elements or the entire Property or (ii) as regards the Residential Board, affecting the entire Residential Section which the Condominium Board or the Residential Board, as the case may be, deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Property or the Residential Section, respectively, or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Units or the Common Elements which the Condominium Board or the Residential Board, as the case may be, deems necessary or appropriate.

17.2 Each Commercial Unit Owner shall grant to the Commercial Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Commercial Board shall determine) following due authorization (if required) from the Commercial Unit Owners (a) to acquire or lease any Commercial Unit or portion thereof, together with its Appurtenant Commercial Interests (as hereinafter defined), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not to vote the interest appurtenant to) any Commercial Unit or portion thereof so acquired, or to sublease any Commercial Unit or portion thereof so leased, without the necessity of further authorization by the Commercial Unit Owners, on such terms as the attorneys-in-fact may determine, and (b) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Commercial Section which the Commercial Board deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Commercial Section, (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Commercial Section or the Common Elements which the Commercial Board deems necessary or appropriate, or (iii) any easement permitting access between the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Commercial Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

17.3 Each Unit Owner shall grant to Declarant a power of attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant under the Declaration and By-Laws and the Plan including the power to execute the Required Documentation.

ARTICLE 18

ACQUISITION OF UNITS BY BOARDS

18.1 If (a) any Residential Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Residential Common Elements and Residential Limited Common Elements and General Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Residential Section or the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Residential Board, pursuant to Article 8 of the By-Laws, acquires or leases a Residential Unit or Commercial Unit, together with the Appurtenant Interests, or (c) the Residential Board purchases, at a foreclosure or other similar sale, a Residential Unit or a Commercial Unit, together with the Appurtenant Interests, then, in any such event, title to any such Residential Unit or Commercial Unit, together with the Appurtenant Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Residential Unit leased or subleased by the Residential Board or its designee shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interest in the Common Elements.

18.2 If (a) any Commercial Unit Owner surrenders such Unit Owner's Commercial Unit or any portion thereof, together with (i) the undivided interest in the Commercial Common Elements, Commercial Limited Common Elements and General Common Elements appurtenant thereto and (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Commercial Board or it designee, corporate or otherwise, on behalf of all Commercial Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Commercial Section or the Condominium (such interests in (i), (ii), and (iii) being hereinafter collectively called the "Appurtenant Commercial Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act, (b) the Commercial Board, pursuant to this Declaration and/or the By-Laws, acquires or leases all or a portion of any Commercial Unit, together with its Appurtenant Commercial Interest, or (c) the Commercial Board purchases, at a foreclosure or other similar sale, all or a portion of any Commercial Unit, together with its Appurtenant Commercial Interest, then, in any such event, title to all or any such portion of the Commercial Unit, together with its Appurtenant Commercial Interests, shall be held by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering all or any portion of a Unit leased or subleased by the Commercial Board or its designee shall be held by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners in proportion to their respective interests in the Common Elements.

18.3 The Residential Board shall have the authority to purchase, on behalf of all Unit Owners, a Residential Unit to be used as the residence of the Resident Manager of the Building

and, in such event, title to all or any such portion of the Residential Unit, together with its Appurtenant Residential Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Residential Common Elements.

ARTICLE 19

COVENANTS RUNNING WITH THE LAND

19.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

19.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

19.3 Subject to Section 19.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration

and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land with every part thereof and interest therein under applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 20

AMENDMENTS OF DECLARATION

20.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner (a) any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws; (b) any provision of this Declaration benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be added to, amended, modified or deleted by vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Residential Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected and (c) any provision of this Declaration benefiting, protecting or otherwise affecting only the Commercial Units or the Commercial Unit Owners may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Commercial Unit Owners taken in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to any Commercial Units shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, no amendment, modification, addition or deletion pursuant to the provisions of clauses (a) and (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives (as defined in the By-Laws), if any and no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by either (1) the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact or (2) the Residential Board as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such

Residential Unit Owners so to act as their attorney-in-fact or (3) the Commercial Board as attorney-in-fact for the Commercial Unit Owners, coupled with an interest, which Commercial Board is hereby authorized by the Commercial Unit Owners so to act as their attorney-in-fact, as the case may be. Notwithstanding anything to the contrary set forth above, to the extent that a Commercial Unit Owner has the right under this Declaration or the By-Laws to amend the Declaration without the consent of any other Unit Owner or Board, then such Unit Owner is authorized to execute such amendment.

20.2 If the number of rooms in an Unsold Residential Unit is changed, or the use, size and/or number of Unsold Residential Units is changed (whether as a result of a subdivision or combination of Unsold Residential Units or alteration of boundary walls between Unsold Residential Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owner or any Board to execute, and record in the City Register's Office and elsewhere, if required by Law, an amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Residential Unit or in the use, size and/or number of Unsold Residential Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of any Board, the Unit Owners or the Residential Mortgage Representatives, if any. In addition, if any Residential Unit Owner other than Declarant or its designee causing such changes is given the right by the Residential Board to make the changes described in this Section 20.2 with respect to such Unit Owner's Residential Unit or Residential Units, all in accordance with Article 10 hereof, then such Residential Unit Owner shall have the right to require the Residential (or Condominium) Board to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Residential (or Condominium) Board) to reflect the changes made by the Residential Unit Owner, all without the approval of any Board, other Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.3 If (a) the number of rooms in any Commercial Unit or the size of any Commercial Unit is changed and the percentage interest in the Common Elements appurtenant to such Commercial Units belonging to the Owner causing such change is reapportioned among any newly created or expanded commercial condominium units resulting from any subdivision of the Commercial Units, any combining of the Commercial Units or of any units resulting from a subdivision, any alteration of the boundary walls between commercial condominium units, or otherwise, or (b) a Commercial Common Elements or Commercial Limited Common Elements is designated as part of a newly created or expanded commercial condominium unit or all or part of a Commercial Unit is designated as a newly created or expanded Commercial Common Elements or Commercial Limited Common Element, all in accordance with Article 11 hereof, then the Commercial Board (or the Commercial Unit Owners causing such changes) shall have the right to execute, or (upon request) to require any other Board or Unit Owner to execute, and record in the City Register's Office, and elsewhere, if required by Law, an amendment to this

Declaration (together with such other documents as (the Commercial Unit Owners or) the Commercial Board deems appropriate to effectuate the same) reflecting (i) such change in the number of rooms in or size of any Commercial Unit, the subdivision of the Commercial Units into separate commercial condominium units, the combination of the Commercial Units or of any newly created or expanded commercial condominium units resulting from a subdivision, the alteration of boundary walls between commercial condominium units, or otherwise, and the reapportionment of the percentage interests in the Common Elements among such newly created or expanded commercial condominium units or (ii) such designation of a Commercial Common Element or Commercial Limited Common Element as part of a newly created or expanded commercial condominium unit or such designation of part of a Commercial Unit as a newly created or expanded Commercial Common Element or Commercial Limited Common Element, all without the approval of any Board, the Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.4 Notwithstanding anything to the contrary set forth above (i) no amendment, modification, addition or deletion of the Declaration shall be effective in any way, (a) without the prior written consent of the affected Commercial Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to the modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner and (ii) without the prior written consent of Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to the Declaration modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be. Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Units or with the subdivision, combination or alteration of the Commercial Units, or of any newly created or expanded commercial condominium units and/or the offering for sale or lease of all or any portion of the Commercial Units and in connection therewith the Commercial Board, (or, when permitted, the Commercial Unit Owners) will cause this Declaration, the By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provision thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section or the Residential Unit Owners, the Commercial Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion. Notwithstanding anything to the contrary set forth above, Declarant and the Commercial Unit Owners shall have the right to amend the Declaration, without the consent of any Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant and the Commercial Unit Owners under the terms of this Declaration and the By-Laws.

20.5 The provisions of Sections 20.1 and 20.2 and this Section 20.5 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or

its designee, and the provisions of Sections 20.1, 20.3, and 20.4 and this Section 20.5, may not be modified, amended, added to or deleted, in whole or in part, without the consent of the Commercial Board. Notwithstanding the foregoing, Declarant may amend the Condominium Declaration to correct or supplement any mathematical mistakes, inconsistencies or scrivener errors.

ARTICLE 21

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least eighty percent (80%) in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives, if any, and (b) without the written consent of Declarant, until such time as Declarant and the owner of any Unsold Residential Units have conveyed title to all Residential Units and Commercial Units, provided that in no event shall Declarant's consent be required more than five (5) years after the date fee title to a Residential Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 22

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24

CERTAIN REFERENCES

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25

SEVERABILITY

Subject to the provisions of Sections 19.2 and 19.3, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law.

ARTICLE 26

COVENANT OF FURTHER ASSURANCES

26.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to perform, execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board which represents such Unit Owner, is hereby authorized as attorney-in-fact for such Unit Owner, or other party, coupled with an interest, to perform, execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party.

26.3 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to perform, execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to perform, execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

26.4 Notwithstanding anything to the contrary set forth herein, to the maximum extent permitted by law, Declarant specifically disclaims all implied warranties of fitness for a particular purpose, merchantability and habitability, and all other implied or express warranties of any kind or character. To the extent any such additional warranties are imposed by statute and cannot be disclaimed, such warranties shall apply. However, to the extent such warranties can be disclaimed by law, including implied or express warranties of any kind or character, the same are specifically disclaimed. Unless caused by a violation of the Sound Transmission Code or other applicable code, Declarant hereby disclaims any and all warranties as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, Declarant hereby disclaims any and all warranties as to odors. Unless caused by a code violation, Declarant hereby disclaims any and all warranties as to mold, mildew, spores, fungi or other toxins within the Condominium. There are no warranties as to view or light quality. Declarant has not given and no Board has not relied on or bargained for any such warranties. In no event will Declarant be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise).

ARTICLE 27

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Residential Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Commercial Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Commercial Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owners, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 29

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ___ day of _____, 200_.

CRP/EXTELL PARCEL I, L.P.
By: CRP/Extell Parcel I GP, L.L.C,
its general partner

_____
Name:
Title:

ACKNOWLEDGMENTS

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive;

1. RUNNING THENCE due east, along the southerly line of West 64th Street, 173 feet 1-5/8 inches;

2. THENCE southerly partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850 feet 0 inches and an included angle of 13 degrees 45 minutes 35 seconds, 204 feet 1-3/8 inches to a point of tangency;

3. THENCE south 23 degrees 29 minutes 17 seconds east, 2 feet 11-1/4 inches to a point in the northerly line of West 63rd Street;

4. THENCE due west, along the northerly line of West 63rd Street, 272 feet 5-1/2 inches to the corner formed by the intersection of the northerly line of West 63rd Street with the easterly line of Riverside Drive;

5. THENCE northerly, along the easterly line of Riverside Drive, on the arc of a circle curving to the left having a radius of 2325 feet 0 inches and an included angle of 4 degrees 58 minutes 31 seconds, 201 feet 10-3/4 inches to the point or place of BEGINNING.

EXCLUDING therefrom all that portion of the below described parcel lying below an upper limiting plane drawn 18 feet 4 inches above top of rail, bounded and described as follows:

BEGINNING at a corner in the southerly line of West 64th Street, distant 130 feet 7-1/8 inches easterly from the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive;

1. RUNNING THENCE due east, along the southerly line of East 64th Street, 42 feet 6-1/2 inches;

2. THENCE southerly, partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850 feet 0 inches and an included angle of 13 degrees 45 minutes 35 seconds, 204 feet 1-3/8 inches to a point of tangency;

3. THENCE south 23 degrees 29 minutes 17 seconds east, 2 feet 11-1/4 inches to a point in the northerly line of West 63rd Street;

4. THENCE due west, along the northerly line of West 63rd Street, 45 feet 4 inches;

5. THENCE northerly, on the arc of a circle curving to the right, having a radius of 878 feet 2 inches and an included angle of 13 degrees 27 minutes 22 seconds, 206 feet 2-7/8 inches to the point or place of BEGINNING.

EXHIBIT "B" TO THE CONDOMINIUM DECLARATION

TO BE COMPLETED PRIOR TO RECORDATION OF CONDOMINIUM DECLARATION

Rushmore Condominium							
Unit Designation	Tax Lot Number	Number of Bedrooms/ Bathrooms	Location (Building Facade)	Square Footage	Residential Limited Common Element Square Footage	Common Elements to which Unit has Immediate Access	Percentage of Interest in the Common Elements
TOTAL							

EXHIBIT C

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

"Arbitration" shall have the meaning ascribed thereto in Section 11.1 of the By-Laws.

"Board" or "Boards" refers to any or all of the Condominium Board, the Residential Board or the Commercial Board, as the case may be.

"Building" refers to the structure and improvements including above and below grade segments, known as 80 Riverside Boulevard, New York, New York 10069 in which the Units of the Condominium are located.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, which are set forth as Exhibit D of the Declaration, as same may be amended from time to time.

"City Register's Office" refers to the New York County office of the Register of The City of New York.

"Commercial Board" refers to the board of managers comprised of representatives of the Commercial Unit Owners.

"Commercial Common Charges" refers to assessments payable to the Commercial Board by the Commercial Unit Owners for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses.

"Commercial Common Expenses" shall have the meaning set forth in Section 6.1.3 of the By-Laws.

"Commercial Common Elements" refers to those Common Elements which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners.

"Commercial Limited Common Elements" refers to those Common Elements which serve or benefit one or more but not all of the Commercial Units and/or the Commercial Unit Owners.

"Commercial Section" refers to all Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements, if any.

"Commercial Unit" refers to any Unit designated as a Commercial Unit in the Declaration, and all such Commercial Units are collectively, referred to as the "Commercial Units."

"Commercial Unit Owners" refers to the owner or owners of the Commercial Units.

"Common Charges" refers to General Common Charges, Commercial Common Charges, and Residential Common Charges.

"Common Elements" refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements and the Commercial Limited Common Elements.

"Common Expenses" refers to the General Common Expenses, the Residential Common Expenses, and the Commercial Common Expenses.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration.

"Condominium" refers to the Rushmore.

"Condominium Act" refers to the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" refers to the overall board of managers of the Condominium comprised of representatives of the Residential Board and of the Commercial Board.

"Condominium Declaration" refers to the instrument creating the Condominium to be recorded in the City Register's Office, together with all schedules and exhibits thereto, as same may be amended from time to time, a form of which is set forth in Part II of the Plan.

"Condominium Documents" refers collectively to the Declaration, the By-Laws, the Floor Plans and any and all exhibits thereto.

"Declarant" refers to CRP/Extell Parcel I, L.P., a Delaware limited partnership, and its successors and assigns.

"Declarant and/or its designee(s)," "Declarant or a designee of Declarant" or similar term refers to Declarant, any of the partners of Declarant, any affiliate of Declarant, any affiliate of any of the general or limited partners of Declarant, any officer or shareholder of a corporate partner of Declarant, or any partner of a partnership which is a partner of Declarant or any party designated in writing as a designee. As used in this paragraph, an affiliate shall be deemed to be a person or an entity who or which owns more than fifty percent (50%) of the legal and beneficial interest of Declarant or of any partner, a person or an entity with respect to which either Declarant or any partner owns more than fifty percent (50%) of the legal and beneficial interest, or an entity as to which more than fifty percent (50%) of its legal and beneficial interest is owned by a person or an entity which owns more than fifty percent (50%) of the legal and beneficial interest of Declarant or of any partner.

"Declaration" refers to the instrument creating the Condominium, as the same may be amended from time to time.

"Emergency" refers to any situation where the party taking the action, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

"First Closing," or words of similar import, refers to the date fee title to a Residential Unit is first conveyed to a Purchaser pursuant to the Plan.

"Floor Plans" refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Department of The City of New York and filed with the City Register's office.

"General Common Charges" shall have the meaning ascribed thereto in Section 6.1.1 of the By-Laws.

"General Common Elements" refers to those portions of the Land and the Building, designated for the common use of all Units, as more particularly defined in Section 8.4 of the Declaration.

"General Common Expenses" shall have the meaning set forth in Section 6.1.1 of the By-Laws.

"Inside Offeror" shall have the meaning set forth in Section 8.1.1 of the By-Laws.

"Land" refers to the parcel of land described in Exhibit A to the Declaration.

"Law or Laws" refers to laws and ordinances of any or all of the federal, state, city, county and borough governments and rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities, having jurisdiction over the Property, the Land, the Building, and Unit or any portion of any of the foregoing, any requirements or conditions of any licenses, permits, approvals or certificates issued by any of the foregoing, the direction of any public officer pursuant to law, and the requirements and conditions of any easement, covenant, restriction, condition or other encumbrance that is binding upon the Property or the applicable portion thereof.

"Limited Common Elements" refers to the Residential Limited Common Elements and the Commercial Limited Common Elements.

"Maintenance or Maintain" or "Maintaining" refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, alteration, addition, reconstruction, construction, demolition, restoration and replacement as and when necessary or desirable of any portion of the Building.

"Merger" shall have the meaning ascribed thereto in Section 17.2 of the Declaration.

"100 Riverside Owner" refers initially to Sponsor and subsequently the Condominium Board of 100 Riverside Boulevard.

"100 Riverside Building" shall mean that neighboring building located at 100 Riverside Boulevard.

"Permitted Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

"Permitted Mortgagee" refers to the holder of any Permitted Mortgage and shall include, without limitation such banks and financial institutions as constitute the holders of the construction loan mortgages given by Declarant to acquire and construct the Property.

"Plan" refers to the offering plan for the establishment of condominium ownership of the Property, as filed with the Department of Law, as the same may be amended from time to time.

"Property" refers to the Land, the Building and the appurtenances thereto.

"Required Documentation" refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents as may be required to enable the Declarant to exercise its rights or obligations under the Declaration and the By-Laws, including, without limitation, Declarant's rights to deal and to undertake, perform and complete such work to the Unsold Units, Commercial Units and Common Elements.

"Residential Board" refers to the board of managers representing the Residential Unit Owners.

"Residential Common Charges" shall have the meaning ascribed thereto in Section 6.1.2 of the By-Laws.

"Residential Common Elements" shall have the meaning ascribed thereto in Section 8.5 of the Declaration.

"Residential Common Expenses" shall have the meaning set forth in Section 6.1.2 of the By-Laws.

"Residential Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Residential Common Elements appertaining to each Residential Unit determined in accordance with the Declaration. The Residential Common Interest is the basis of determining a Unit Owner's liability for a share of the Residential Common Expenses.

"Residential Limited Common Elements" refers to those Common Elements which serve or benefit exclusively one or more but not all the Residential Units and/or the Residential Unit Owners.

"Residential Rules and Regulations" refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

"Residential Section" refers to the Residential Units, the Residential Common Elements and the Residential Limited Common Elements.

"Residential Unit" refers to any Unit designated as a Residential Unit in the Declaration and the Floor Plans, and all such Residential Units, are collectively, referred to as the "Residential Units."

"Residential Unit Owner" refers to any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners."

"Section" refers to the Residential Section or the Commercial Section. Both of such Sections are collectively referred to as "Sections."

"Signs" refers to any and all signs, awnings, canopies, marquees, banners, flags, pennants, aerials, antennas or the like located in any Unit or upon any Common Elements.

"Storage Bin" refers to the storage bins located on the Sub-Cellar 2, Sub-Cellar 1 and Cellar levels of the Building which will be made available for the exclusive use of the Residential Unit Owners pursuant to Storage Bin Licenses and which constitute Residential Common Elements.

"Storage Bin License" refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Bin.

"Terrace(s)" refers to terraces and/or balconies and/or roof gardens and/or deck house appurtenant to and made a part of certain Residential Units.

"Unit" or "Condominium Unit" refers to either a Residential Unit or a Commercial Unit as more particularly designated in the Declaration and the Floor Plans and all of such Units are collectively referred to as "Units."

"Unit Owner" refers to any Residential Unit Owner or any Commercial Unit Owner, and all of such Residential Unit Owners and Commercial Unit Owners are collectively referred to as the "Unit Owners."

"Unsold Residential Unit" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or its designee; a Residential Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of the principals of any of them, is a member; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

"Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or its designee; a Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of the principals of any of them, is a member; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

EXHIBIT "7"

CONDOMINIUM BY-LAWS

EXHIBIT D

BY-LAWS

OF

RUSHMORE
80 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

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BY-LAWS

ARTICLE 1

GENERAL

1.1 **Purpose.** The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Rushmore (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 43,238 square feet of land (the "Land") which forms a part of Block 1171 of Section 05 the Tax Map of the Borough of Manhattan, City, County and State of New York, the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein, shall have the meanings given to those terms in the Declaration or in Exhibit C thereto.

1.2 **Applicability of By-Laws.** These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.3 **Principal Office of Condominium.** The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARDS OF MANAGERS

2.1 **Number, Term and Qualification.**

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"), the affairs of the Residential Section shall be governed by a residential board of managers (the "Residential Board") and the affairs of the Commercial Section shall be

governed by a commercial board of managers (the "Commercial Board"). From and after the first annual meetings of Residential Unit Owners and Commercial Unit Owners as provided in Section 3.1, the Residential Board shall consist of five (5) persons elected by the Residential Unit Owners, subject to Declarant's rights under Section 3.9.3 and the Commercial Board shall consist of two (2) persons. Thereafter, the Condominium Board shall consist of seven (7) persons: the five (5) members of the Residential Board and the two (2) members of the Commercial Board subject to Section 2.4. The Condominium Board, the Commercial Board, and the Residential Board, are herein sometimes referred to collectively as the "Boards" and individually as a "Board."

2.1.2 Each member of the Residential Board and of the Commercial Board except for the first Boards as provided in Section 2.4 and except as otherwise provided herein, shall be elected at the separate annual meetings of Residential Unit Owners and Commercial Unit Owners, respectively, and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant or its designee (a) all members of the Residential Board shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies fiduciaries or any other entities which own Residential Units, Permitted Mortgagees, or family members of any of the foregoing, and (b) all members of the Commercial Board shall be either a Commercial Unit Owner or officers, directors, shareholders, members, managers, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries or any other entities which may own a Commercial Unit or a managing agent for such Commercial Unit Owner or an employee thereof, Permitted Mortgagees of the Commercial Units, lessees of the Commercial Units or portions thereof, or family members of any of the foregoing. Other than Board members elected or designated by Declarant or its designee no Board member shall continue to serve after such member ceases to be qualified as set forth above. No Residential Unit Owner may be elected to serve on the Residential Board or Condominium Board if such Board has perfected a lien against such Residential Unit Owner's Unit which lien has not been satisfied at the time of the election. As used herein the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon pursuant to these By-Laws.

2.2 **Powers and Duties.**

2.2.1 The Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law, the Declaration or these By-Laws may not be delegated to the Boards by the Unit Owners). All determinations, however, which (a) affect only the Residential Section and do not adversely affect the Commercial Section or the use of the Commercial Section for its permitted purposes, shall be made by the Residential Board or (b) affect only the Commercial Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted purposes, shall be made by the Commercial Board. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation,

determinations which (i) relate to the Residential Section and adversely affect the Commercial Section, or (ii) relate to the Commercial Section and adversely affect the Residential Section, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. Any dispute between the Residential Board and the Commercial Board with respect to whether the Residential Board or the Commercial Board shall be entitled to make any determination shall be settled by Arbitration; provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within ten (10) business days of receipt by it of notice of such determination. In addition, any dispute between the Residential Board and the Commercial Board with respect to whether any matter is entitled to be determined by the Condominium Board shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium.

2.2.2 Subject to the provisions of Subsection 2.2.1 and without limiting the generality thereof, the Boards shall each have all powers and duties expressly set forth elsewhere in the Declaration and the By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate each Board's obligations under the Declaration, the By-Laws and the Plan.

2.2.2.1 The Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1(a) Operating, caring and Maintaining the General Common Elements, including contracts for utilities, services and supplies.

2.2.2.1(b) Determining the amount of General Common Charges (as hereinafter defined).

2.2.2.1(c) Employing and dismissing personnel in connection with the Maintenance and operation of the General Common Elements.

2.2.2.1(d) Adopting and amending the Rules and Regulations, as they affect the General Common Elements.

2.2.2.1(e) Making additions and improvements to, or alterations of, the General Common Elements.

2.2.2.1(f) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.1(g) Enforcing obligations of Unit Owners, the Commercial Board and the Residential Board.

2.2.2.1(h) Levying fines against Unit Owners, the Commercial Board or the Residential Board for violations of any rules and regulations adopted

by the Condominium (any such fines shall constitute General Common Charges payable by the Unit Owner or Board against which they are levied).

2.2.2.1(i) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.1(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves both the Residential Section and the Commercial Section or the General Common Elements, as set forth in 6.2.

2.2.2.1(k) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and Maintenance of the General Common Elements; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(l) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements, as the Condominium Board deems advisable.

2.2.2.1(m) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as such Board may determine.

2.2.2.1(n) Executing, acknowledging and delivering of (i) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition or construction of the Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.2.1(o) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.1(p) Obtaining and reviewing insurance for the Property pursuant to the provisions of Section 6.2.

2.2.2.1(q) Making repairs to and restorations of the Building or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings as more particularly provided in these By-Laws.

2.2.2.1(r) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law and regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

2.2.2.1(s) Leasing or licensing the General Common Elements.

2.2.2.1(t) Otherwise performing all of the acts to be performed by the Condominium Board in accordance with the terms of the Plan.

2.2.2.2 The Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.2(a) Operating, caring for, and Maintaining the Residential Section, including contracts for utilities, services and supplies, except to the extent that same is the responsibility of the Residential Unit Owners under the terms of the Condominium Documents.

2.2.2.2(b) Determining the amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.2(c) Collecting of Residential Common Charges from Residential Unit Owners.

2.2.2.2(d) Employing and dismissing the personnel necessary for the Maintenance and operation of the Residential Section.

2.2.2.2(e) Adopting amendments and additions to, the Rules and Regulations as they affect the Residential Section.

2.2.2.2(f) Subject to Section 8.2 of these By-Laws, purchasing, leasing and otherwise acquiring in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners, Residential Units and/or Storage Bins offered for sale or lease or surrendered by their owners to the Residential Board.

2.2.2.2(g) Purchasing Residential Units at foreclosure or other similar sales, in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners.

2.2.2.2(h) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Residential Units and Storage Bins acquired by, and subleasing Residential Units and Storage Bins leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners.

2.2.2.2(i) Making additions and improvements to, or alterations of, the Residential Common Elements and the Residential Limited Common Elements.

2.2.2.2(j) Making repairs to and restorations of the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.2(k) Enforcing obligations of Residential Unit Owners and the Boards.

2.2.2.2(l) Levying fines against Residential Unit Owners for violations of the Rules and Regulations as they affect the Residential Section (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied).

2.2.2.2(m) Maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.2(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section as set forth in Section 6.2.

2.2.2.2(o) Borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep and Maintenance of the Residential Section or otherwise in connection with any permitted action or activity of the Residential Board; provided, however, that (i) except as provided in 8.6, the consent of at least 66-2/3% in Common Interest of all Residential Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 (including the pro rata share of the Residential

Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(1)) in any one fiscal year (regardless of the balance of any loans outstanding from previous years, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit, and (iii) the Commercial Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Residential Board pursuant to the authority contained in this subparagraph 2.2.2.2(o) is not repaid by said Board, a Residential Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit. Notwithstanding anything to the contrary set forth herein, the consent of Unit Owners is not required in connection with the financing of the Resident Manager's Unit.

2.2.2.2(p) Organizing corporations to act as designees of the Residential Board with respect to such matters as the Residential Board may determine, including, without limitation, in connection with the acquisition of title to or the leasing or subleasing of Residential Units by the Residential Board on behalf of Residential Unit Owners.

2.2.2.2(q) Executing, acknowledging and delivering (i) any declaration or other instrument affecting only the Residential Section which the Residential Board deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition or construction of the Residential Section, or (ii) any consent, covenant, restriction, easement or declaration affecting only the Residential Section which the Residential Board deems necessary or appropriate.

2.2.2.2(r) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Residential Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.2.2.2(s) Operating, Maintaining and supervising of all Residential Common Elements and Residential Limited Common Elements.

2.2.2.2(t) Purchasing or leasing, in the name of the Residential Board, space for the storage of personal property of Residential Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof.

2.2.2.2(u) Imposition of move in procedures, fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such procedures, fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant.

2.2.2.2(v) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment, including, without limitation, entering into a mortgage to finance the acquisition of same.

2.2.2.2(w) Reviewing and approving alterations, additions, improvements, renovations and repairs by Residential Unit Owners to their respective Units and the Common Elements and establishing rules and procedures with respect to such alterations, additions, improvements, renovations and repairs.

2.2.2.2(x) Licensing or leasing the Residential Common Elements.

2.2.2.2(y) Otherwise performing all of the acts to be performed by the Residential Board in accordance with the terms of the Plan.

2.2.2.3 The Commercial Board shall be entitled to make determinations with respect to the following matters:

2.2.2.3(a) Operating, caring for and Maintaining the Commercial Section, including contracts for utilities, services and supplies, except to the extent that same is the responsibility of the Commercial Unit Owner under the terms of the Condominium Documents.

2.2.2.3(b) Determining the amount of Commercial Common Charges, subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.3(c) Collecting Commercial Common Charges from Commercial Unit Owners.

2.2.2.3(d) Employing and dismissing personnel necessary for the Maintenance and operation of the Commercial Section.

2.2.2.3(e) Adopting amendments and additions to the Rules and Regulations as they affect the Commercial Section.

2.2.2.3(f) Selling, leasing, mortgaging and otherwise dealing with all or any portion of the Commercial Section. This 2.2.2.3(f) is not intended, except to the extent provided elsewhere to the contrary, to interfere with the ability of Commercial Unit Owners to sell, lease, mortgage, subdivide or combine portions of their individual Units.

2.2.2.3(g) Making additions and improvements to or alterations of the Commercial Common Elements or the Commercial Limited Common Elements.

2.2.2.3(h) Making repairs to and restorations of the Commercial Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.3(i) Enforcing obligations of the Commercial Unit Owners and the Boards.

2.2.2.3(j) Opening and maintaining bank accounts with respect to the Commercial Section and designating the signatories required therefor.

2.2.2.3(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Commercial Section as set forth in Section 6.2.

2.2.2.3(l) Borrowing money on behalf of the Commercial Section when required in connection with the operation, care, upkeep and Maintenance of, the Commercial Section or otherwise in connection with any permitted action or activity of the Commercial Board; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Commercial Unit Owners shall be required for any borrowings in excess of the aggregate amount of $75,000 (including the pro rata share of the Commercial Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(l)), in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit, and (iii) the Residential Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Commercial Board pursuant to the authority contained in this subparagraph 2.2.2.3(l) is not repaid by said Board, a Commercial Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Commercial Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Commercial Unit Owner's Unit.

2.2.2.3(m) Organizing corporations to act as designees of the Commercial Section with respect to such matters as the Commercial Board may determine.

2.2.2.3(n) Executing, acknowledging and delivering (i) any declaration or other instrument affecting only the Commercial Section which the

Commercial Board deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition or construction of the Commercial Section, (ii) any consent, covenant, restriction, easement or declaration affecting only the Commercial Section which the Commercial Board deems necessary or appropriate, or (iii) any easement permitting access between the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Commercial Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

2.2.2.3(o) Purchasing, leasing and otherwise acquiring in the name of the Commercial Board or its designee, on behalf of all Commercial Unit Owners, the Commercial Units or portions thereof offered for sale or lease or surrendered by their owners to the Commercial Board.

2.2.2.3(p) Purchasing the Commercial Units or portions thereof at foreclosure or other similar sales, in the name of the Commercial Board or its designee, on behalf of all Commercial Unit Owners.

2.2.2.3(q) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) the Commercial Units or portions thereof acquired by, and subleasing the Commercial Units or portions thereof leased by, the Commercial Board or its designee, on behalf of all Commercial Unit Owners.

2.2.2.3(r) Operating, Maintaining and supervising of all Commercial Common Elements and the Commercial Limited Common Elements.

2.2.2.3(s) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

2.2.2.3(t) Reviewing and approving alterations, additions, improvements, renovations and repairs by Unit Owners to their respective Units and the Common Elements and establishing rules and procedures with respect to such alterations, additions, improvements, renovations and repairs.

2.2.2.3(u) Licensing or leasing the Commercial Common Elements.

2.2.2.3(v) Otherwise performing all of the acts to be performed by the Commercial Board in accordance with the terms of the Plan.

2.2.3 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or the owner of Unsold Residential Units continue to own at least twenty-five

percent (25%) of the Residential Units but in no event later than five (5) years from the First Closing of a sale made under an Offering Plan, neither the Condominium Board nor the Residential Board may, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the Common Elements or to the Residential Limited Common Elements or to any Residential Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Residential Section of the Condominium; (iii) enter into any service or Maintenance contract for work not covered in the initial projected budget for the Condominium or Residential Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium or on behalf of the Residential Section; (v) assess any General Common Charges or Residential Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; or (vi) exercise a right of first refusal to lease or purchase a Residential Unit; provided that Declarant's written consent is not necessary to perform any function or take any action described in items (i) through (vi) above if and only if the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Condominium Board or Residential Board to comply with applicable Laws of any governmental authority having jurisdiction over the Condominium.

2.3 **Managing Agents and Managers.** With respect to matters the determinations concerning which the Condominium Board is entitled to make, the Condominium Board may employ a managing agent and/or a manager at a compensation established by the Condominium Board to perform such duties and services as the Condominium Board shall authorize. The Condominium Board may delegate to such managing agent or manager other powers granted to the Condominium Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (1), (m), (n) and (o); 2.2.2.2(b), (e), (o), (p), (q) and (r); 2.2.2.3(b), (e), (f), (l), (m) and (n).

2.4 **First Board.** The Condominium Board shall initially consist of three (3) persons, two (2) of whom will comprise the initial Residential Board and one of whom will comprise the initial Commercial Board. The foregoing members shall be deemed to have been "elected" as members of the Condominium Board for the purposes of these By-Laws. Within one (1) year after the date of the First Closing the Condominium Board will call for the first annual meetings of Residential Unit Owners and Commercial Unit Owners for the purpose of electing new Boards in accordance with the provisions of 3.1 of these By-Laws and subject to the rights of Declarant to designate certain members of the Residential Board as more particularly described in Section 3.9.3 of these By-Laws. The terms of each such member of the Residential Board and the Commercial Board shall expire annually. Notwithstanding the foregoing, for as long as Declarant has the voting power to elect all members of both the Residential Board and the Commercial Board, the Residential Board shall have three (3) members, the Commercial Board shall have two (2) members and the Condominium Board shall have five (5) members.

2.5 **Resignation and Removal.** Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of Subsection 3.9.3, any Condominium Board member may be removed, with or

without cause, by a majority vote of Residential Unit Owners, present in person or by proxy at a regular or special meeting of Residential Unit Owners at which a quorum is present. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Board members designated by Declarant or its designee may only be removed by members other than Declarant or its designees with cause and such members shall be replaced as described in Section 2.6. In addition, any member of the Condominium Board who is designated as such by Declarant or its designee, may be removed by such designating party at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

2.6 **Vacancies.** Subject to the provisions of Section 3.9.3, any vacancy on a Board for whatever reason shall be filled by the members of a Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of the Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on a Board, created by the resignation, removal or any other cause which results in any Board member designated by Declarant or its designee, ceasing to be a member of any such Board, Declarant or its designee, as the case may be, shall have the sole right to designate a replacement for such member.

2.7 **Organizational Meetings of the Boards.** The first meetings of the Residential Board following each annual meeting of each of the Residential Unit Owners shall be held immediately following each such annual meeting.

2.8 **Regular Meetings of Boards.** Regular meetings of the Residential Board and Commercial Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof. Written notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or e-mail, at least five business days prior to the day named for such meeting.

2.9 **Special Meetings of Boards.** Special meetings of the Residential Board and Commercial Board may be called by the respective President or Vice President of the Residential Board or Commercial Board by giving five (5) business days' prior written notice to each member of such Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. Special meetings of the Residential Board or of the Commercial Board shall be called in like manner and on like notice on the written request of at least two (2) members of the Residential Board or one member of the Commercial Board, respectively.

2.10 **Meetings of Condominium Board.** No organizational or regular meetings of the Condominium Board shall be held unless otherwise required by applicable law in which event such required meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by the Condominium Board, provided that written notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five (5) business days prior to the day named for such meeting. Special meetings of the Condominium Board may be called by the

President of the Condominium Board by giving five (5) business days' prior written notice to each member of the Condominium Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the Borough of Manhattan) and purpose of the meeting.

2.11 **Resolutions of Boards.** The Residential Board and the Commercial Board shall each cause to be promptly delivered to the other copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable Law, (b) relating to the terms of the sale, leasing or subleasing of any Unit or portion of any Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.12 **Waiver of Notice.** Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of a Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of a Board, no notice shall be required and any business may be transacted at such meeting.

2.13 **Determinations by Board; Quorums.**

2.13.1 Except as otherwise set forth in 2.13.4, all determinations by any Board shall be made at a meeting of such Board at which a quorum thereof is present. At any Commercial, Condominium, or Residential Board meeting, a majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of such Board.

2.13.2 When the Residential Board and the Commercial Board, with each acting in accordance with the provisions of this Article 2, have made the same determination as to any matter which is required or permitted to be determined by the Condominium Board, such determination shall constitute the determination of the Condominium Board. No meeting of the Condominium Board as such shall be necessary for any determination by it to be made. However, in the event any meeting of the Condominium Board is held, a majority of the members of the Condominium Board shall constitute a quorum for the transaction of business and a majority of the votes cast at any meeting at which a quorum is present shall constitute the decision of such Board.

2.13.3 If at a Condominium Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.13.4 Members of the Condominium Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Condominium Board may be taken without a meeting if all members of such Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of such Board.

2.14 **Compensation.** No member of the Condominium Board shall receive any compensation for acting as such.

2.15 **Liability of Boards and Unit Owners.**

2.15.1 To the extent permitted by applicable Law, no member of the Condominium Board shall have any personal liability with respect to any contract, act or omission of the Condominium Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Commercial Section, or the Residential Section (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Condominium Board or by any managing agent or manager thereof shall state or be deemed to state that it is made by such Board, managing agent or manager only as agent for all Unit Owners, Residential Unit Owners, or Commercial Unit Owners, as the case may be, that such Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or the Residential or Commercial Section, as the case may be, shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, Residential Unit Owners, or Commercial Unit Owners, as the case may be, and, unless expressly stated to the contrary in such contract (as determined by the relevant Board in its sole and absolute discretion), to the extent permitted by applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board on whose behalf the contract or agreement is made. Board members shall have no liability to Unit Owners except that a Board member shall be liable for such member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member and each Residential or Commercial Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.15.2 No Board or any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, such Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such Board or any member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any General or Limited Common Element.

2.16 **Fidelity Bonds.** Each Board shall obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds

or insurance shall constitute General Common Expenses, Commercial Common Expenses, or Residential Common Expenses, as the case may be.

2.17 **Committees.** Each Board may, subject to such limitations and exceptions as such Board may prescribe, appoint an Executive Committee and such other committees as such Board may deem appropriate, each to consist of as many members as such Board shall deem appropriate for the purpose of making such reports and studies as each such Board deems appropriate. Any Executive Committee of the Condominium Board shall be required to consist of at least one member of the Residential Board and one member of the Commercial Board. For so long as Declarant is entitled to designate members to the Condominium Board, any committee appointed by any such Board shall have as at least one of its members a member appointed by Declarant.

2.18 **Principal Offices of Boards.** The principal offices of the Boards shall each be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by such Boards.

2.19 **Status of Boards.** In addition to the status conferred upon each of the Boards under or pursuant to the provisions of the Condominium Act, each of the Boards shall, to the extent permitted by applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of any of the Boards pursuant to the provisions of 2.20, the provisions of this Section 2.19 shall no longer be applicable to such Board.

2.20 **Incorporation of Boards.** To the extent and in the manner provided in the Condominium Act, each of the Boards may by action of such Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Condominium Board so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon such Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.21 **Boards as Agents of Unit Owners.** In exercising their respective powers and performing their respective duties under the Declaration and these By-Laws, each Board shall act in good faith as, and shall be, the agent of the Unit Owners such Board represents, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 **Annual Meetings.** The first annual meeting of Commercial Unit Owners shall be called on or no more than one (1) year after the First Closing. Such meeting shall be held not

less than ten (10) days nor more than forty (40) days after such date. At such meeting, the incumbent Commercial Board shall resign and the Commercial Unit Owners shall elect or designate the Commercial Board's three members in accordance with Section 2.1 and as otherwise provided in these By-Laws. Thereafter, annual meetings of Commercial Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At each such annual meeting, the incumbent Commercial Board members shall resign and new Board members shall be elected or designated in accordance with Section 2.1 and as otherwise provided in these By-Laws. Within ten (10) days following each annual meeting, the Commercial Board shall elect or designate in accordance with Section 2.1 and these By-Laws two (2) representatives to the Condominium Board. On or no more than one (1) year after the First Closing, the Residential Board will also call the first annual meeting of the Residential Unit Owners. Such meetings shall be held not less than ten (10) days nor more than forty (40) days after such date. At such meeting, the incumbent Residential Board shall resign and the Residential Unit Owners shall elect (in accordance with the provisions of Section 2.1 and as otherwise provided in these By-Laws, including the rights of Declarant to designate certain members to the Residential Board pursuant to Section 3.9.3 of these By-Laws) a Residential Board consisting of five (5) members. Thereafter, annual meetings of Residential Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At such meetings, the incumbent Board members shall resign and the members of the Residential Board shall be elected and there shall also be transacted such other business as may properly come before such meetings. The members of the Residential Board shall also serve as members of the Condominium Board. No joint annual meeting of Residential Unit Owners and the Commercial Unit Owners shall be required to be held unless otherwise required by Law, in which event each such joint annual meeting shall be held on the date above specified for the annual meeting of Residential Unit Owners.

3.2 **Place of Meetings.** Meetings of all or any Unit Owners, Residential Unit Owners or Commercial Unit Owners, as the case may be, shall be held at the principal office of the Condominium or the Residential or Commercial Section, respectively, or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the appropriate Board.

3.3 **Special Meetings.** The President of the Residential or Commercial Board shall call a special meeting of respective Unit Owners, if so directed by resolution of the respective Board or upon a petition signed and presented to the Secretary of the respective Section by not less than twenty-five percent (25%) in Common Interest of Unit Owners in such Section. The President and the Vice President of the Condominium shall call a special joint meeting of all Unit Owners if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by not less than twenty-five percent (25%) in Common Interest of Residential Unit Owners or 66-2/3% in Common Interest of Commercial Unit Owners.

3.4 **Notice of Meetings and Actions Taken.** Notice of each annual or special meeting shall be given by the appropriate Secretary to all Unit Owners of record entitled to vote thereat as of the date of said notice. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, regular mail,

recognized overnight courier or telegram, at least ten (10) but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the appropriate Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 **Adjournment of Meetings.** If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting.

3.6 **Order of Business.** The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;
(b) Roll call;
(c) Proof of notice of meeting;
(d) Reading of minutes of preceding meeting;
(e) Reports of officers;
(f) Reports of members of the Board;
(g) Reports of committees;
(h) Election of inspectors of election (when so required);
(i) Election of members of the Board (when so required);
(j) Unfinished business;
(k) New business; and
(l) Adjournment.

3.7 **Title to Units.** Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Residential Unit Owners or Commercial Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the appropriate Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months except a designation of a Permitted Mortgagee to act as the

proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. No Board or its designee shall be entitled to vote the interest appurtenant to any Unit owned by such Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit.

3.8.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Commercial Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.8.4 Notwithstanding anything to the contrary set forth above, Unit Owners may vote to amend the Declaration and these By-Laws pursuant to Article 20 of the Declaration and Article 13 of these By-Laws, without a meeting, provided that such Unit Owners receive no less than thirty (30) days notification of such proposed amendment from the Condominium Board, the Residential Board or the Commercial Board as the case may be, together with a copy of the text of such proposed amendment and a proxy with respect to such vote.

3.9 **Election of Board Members; Rights of Declarant.**

3.9.1 All elections of Board members shall be determined by plurality vote.

3.9.2 When voting for members of the Residential or Commercial Board, respectively, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Section 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Residential Unit Owners, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Units owned by it until Declarant has closed title to all of the Unsold Units owned by it. Declarant shall hold a majority of seats on the Residential Board and the Condominium Board until the later to occur of (i) five (5) years from the date of the First Closing or (ii) that date upon which the votes cast at any election of Residential Board members constitute less than a majority of the votes cast for Declarant's nominees at such meeting (the "Initial Control Period"). Any vacancy created by removal of a Board member designated by Declarant, or by any other cause which results in a Board member designated by Declarant

ceasing to be a member of the Board, shall be filled by a person designated by Declarant. In addition, (a) for so long as Declarant owns less than fifty percent (50%) of the Residential Units but more than fifteen (15%) of the Unsold Residential Units Declarant shall have the right to designate at least two (2) members of the Residential Board and (b) for so long as Declarant owns at least two (2) of the Unsold Residential Units Declarant shall have the right to designate at least one (1) member of the Residential Board who shall also sit on the Condominium Board. For so long as Declarant owns at least two (2) of the Unsold Residential Units the number of members of the Residential Board may not be increased without the consent of Declarant. Within ten (10) days after the Initial Control Period, one (1) of the Declarant designated members of the Residential Board shall resign and in such event a Residential Unit Owner meeting will be held to elect a new board member unrelated to the Declarant within thirty (30) days after the expiration of the Initial Control Period.

3.9.4 Nothing contained herein shall be deemed to limit the right of Declarant to cast its votes for individuals nominated to the Residential Board who are not nominated or designated by Declarant, which individuals, if elected, shall not be deemed Declarant nominees or designees and shall not be deemed to cause Declarant to control either the Condominium Board or the Residential Board.

3.9.5 Until Declarant and the owner of any Unsold Residential Units have conveyed title to all Residential Units, but in no event later than five (5) years after the First Closing, the Condominium Board or the Residential Board may not take any of the following actions without Declarant's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any General Common Charges, or Residential Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or Maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or the Residential Section, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Declarant's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board or the Residential Board to comply with Laws of any governmental authority having jurisdiction over the Condominium.

3.9.6 Notwithstanding anything to the contrary set forth above, if required under the terms of any Permitted Mortgage held by Declarant or a Commercial Unit Owner, in the event of a default under such Permitted Mortgage, the Permitted Mortgagee will be entitled to designate, remove or replace the members of the Boards whose Units are subject to the lien of said Permitted Mortgage.

3.10 **Majority of Unit Owners.** Except as may otherwise be provided by Law, as used in these By-Laws, the terms "Majority of Residential Unit Owners," "Majority of Commercial Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners, Commercial Unit Owners, or Unit Owners, as the case may be, having more than fifty

percent (50%) of the total votes cast (in person or by proxy) at any meeting at which a quorum is present of either Residential Unit Owners, Commercial Unit Owners, or all Unit Owners, as the case may be, determined in accordance with the provisions of 3.8.

3.11 **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of (a) Residential Unit Owners owning more than thirty percent (30%) of the Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners, (b) Commercial Unit Owners owning more than fifty percent (50%) of the Common Interests attributable to all Commercial Unit Owners shall constitute a quorum at all meetings of Commercial Unit Owners, and (c) Unit Owners owning more than fifty percent (50%) of the Common Interests attributable to all Units shall constitute a quorum at all joint meetings of Unit Owners, except that the Commercial Board shall have the absolute right to require an adjournment of such joint meetings for not longer than thirty (30) days unless an Emergency exists.

3.12 **Majority Vote.** Except where otherwise provided by Law, the Declaration or these By-Laws, (a) at all separate meetings of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Commercial Unit Owners, the affirmative vote of a Majority of Commercial Unit Owners shall be binding upon all Commercial Unit Owners for all purposes, and (c) at all joint meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

3.13 **Determination of Unit Owners.** When the Residential Unit Owners and Commercial Unit Owners, with each acting separately in accordance with the provisions of this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners. No joint meeting of Residential Unit Owners and the Commercial Unit Owners shall be necessary for any such determination to be made by all Unit Owners. Notwithstanding anything to the contrary set forth herein as to any matter as to which the Residential Unit Owners or Commercial Unit Owners are permitted or required to act at any meeting of such Unit Owners, such action may be taken without a meeting if the requisite number of such Unit Owners, in number and Common Interest, consent in writing (by proxy or otherwise) to such action and the writing or writings are filed with the minutes of such Board.

ARTICLE 4

OFFICERS

4.1 **Designation.** The principal officers of the Condominium shall be (a) for the Residential Board, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the members of the Residential Board, (b) for the Commercial Board, a President, Vice-President, Secretary and Treasurer thereof, all of whom shall be elected by the members of the Commercial Board, and (c) for the entire Condominium, (i) a President thereof, who shall be the same person serving as President of the Residential Section, (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Commercial Section, and (iii) a Secretary thereof, who shall be the same person serving as

Secretary of the Residential Board. The Condominium Board, Commercial Board and the Residential Board may each appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Any officer or director of the Residential Section may also be an officer or director of the Commercial Section and any officer or director of the Commercial Section may also be an officer or director of the Residential Section. None of the officers of the Residential Board, the Commercial Board or the Condominium Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Residential Board after the first annual meeting of Residential Unit Owners. Thereafter, the President and Vice President of the Residential Board must be members of the Residential Board.

4.2 **Election of Officers.** The officers of the Residential Board and the Commercial Board shall be elected annually by the members of the Residential Board and the Commercial Board, respectively, at the organizational meetings thereof, except that the initial officers of the Residential Board and the Commercial Board shall be elected, respectively, by the initial Residential Board members and the initial Commercial Board members and shall hold office at the pleasure of such Boards and until their successors are elected.

4.3 **Resignation and Removal of Officers.** Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board which elected such officer. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board electing him, any officer may be removed, either with or without cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

4.4 **Presidents.** The President of the Condominium Board shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Condominium Board. The President of the Residential Board shall be the chief executive officer thereof and shall preside at all meetings of the Residential Board and Residential Unit Owners. The President of the Commercial Board shall be the chief executive officer thereof and shall preside at all meetings of the Commercial Board and the Commercial Unit Owners. Each of said Presidents shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners or Residential Unit Owners or Commercial Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the entire Condominium or of the Residential or Commercial Section, as the case may be.

4.5 **Vice Presidents.** Each of the Vice Presidents shall take the place of the President under whom such Vice President serves and perform the duties of the President whenever such President shall be absent or unable to act. If both the President and the Vice President of the Residential Board, the Commercial Board, or the Condominium Board are unable to act, the Board under whom such President and Vice President serves shall appoint some member of such Board to act in the place of such President and Vice President on an interim basis. Each Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President under whom such Vice President serves.

4.6 **Secretaries.** The Secretary of the Condominium shall keep the minutes of all joint meetings of Unit Owners and of the Condominium Board. The Secretary of the Residential Section shall keep the minutes of the meetings of the Residential Board and Residential Unit Owners. The Secretary of the Commercial Section shall keep the minutes of the meetings of the Commercial Board and the Commercial Unit Owners. Each of the Secretaries shall have charge of such books and papers as the Board under which such Secretary serves shall direct and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 **Treasurers.** Each of the Treasurers shall have the care and custody of the funds and securities of the Condominium, the Commercial or the Residential Section, as the case may be, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. Each of the Treasurers shall be responsible for the deposit of all funds and other securities in the name of the Board for which such Treasurer serves (or in the name of the managing agent appointed by such Board) in such depositories as may from time to time be designated by such Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 **Execution of Documents.** Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium or of the Residential or Commercial Section shall be executed by any officer thereof or by such other person or persons as may be designated by the applicable Board. However, the Condominium Board can, by resolution, determine that an expenditure in excess of a specified amount by said Board must be countersigned by two (2) members of said Board.

4.9 **Compensation of Officers.** Except as otherwise provided by the Board for which such officer serves, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 **Notices.** All notices required or desired to be given hereunder to the Condominium Board shall be personally delivered or sent by registered or certified mail to the office of such Board or to such other address as such Board may designate from time to time, by notice in writing to the other Board and to all Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a managing agent of such Board, a duplicate shall be sent in like manner to such managing agent. All notices to any Residential Unit Owner or Commercial Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail to the Property address of such Residential Unit Owner or Commercial Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Condominium Board and the Commercial or Residential Board. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Condominium Board, Commercial Board and the Residential Board. All notices shall be deemed to have been given

when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 **Waiver of Service of Notice.** Whenever notice is required to be given by Law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein the General Common Expenses (as hereinafter defined) shall be determined by the Condominium Board as set forth below, and shall be borne by the Residential Board and the Commercial Board. General Common Expenses shall be defined to include the following: (i) all costs and expenses attributable to the Maintenance and operation of, and any alteration, addition or improvement to, the Common Elements, (ii) all such other items provided for in the Declaration or these By-Laws to be General Common Expenses and (iii) such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Condominium Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Residential Unit Owners and the Commercial Unit Owners, pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and Commercial Unit Owners (except as otherwise provided in the Declaration or these By-Laws or to the extent a different method of allocation is described in Schedule B, Projected Budget for First Year of Condominium Operation), charges as set forth in the Plan ("General Common Charges") to meet General Common Expenses. General Common Charges shall also be deemed to include any special assessment imposed by the Condominium Board on Unit Owners. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the Law. Notwithstanding anything to the contrary set forth above, the Condominium Board may not modify its method of allocations and assessments or increase the number of building employees servicing the Commercial Units or categories of services, utilities or supplies provided to the Commercial Units in such a manner as would increase the Common Charges otherwise payable by the Commercial Unit Owners, without the consent of the Commercial Unit Owners.

6.1.2 Except as otherwise provided herein Residential Common Expenses (as hereinafter defined) shall be determined exclusively by the Residential Board and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests. Residential Common Expenses shall be defined to include the following (i) all costs and expenses in connection with the Maintenance and operation of and any alteration, addition or improvement to, Residential Common Elements or the Residential Limited Common Elements,

(ii) such amounts as the Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements or the Residential Limited Common Elements (including without limitation the rental or purchase of an apartment to be used as the residence of the Building resident manager and all costs and expenses associated therewith) and (iii) all such other items provided for in the Declaration or these By-Laws to be Residential Common Expenses. Notwithstanding anything to the contrary in this Section 6.1.2, if a Residential Common Element or Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of operation, alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Unit Owners who benefit from the Residential Common Element or Residential Limited Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interest of all benefiting Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Unit Owners shall be responsible for the normal operation and Maintenance and repair, including but not limited to the cost of staff necessary for such operation and maintenance of any such Residential Common Element or Residential Limited Common Element at their sole cost and expense. The Residential Board shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Common Charges") to meet (a) Residential Common Expenses and (b) the Residential Unit Owners' pro rata share of General Common Charges. Residential Common Charges shall also be deemed to include any special assessment imposed by the Residential Board on Residential Unit Owners. From time to time the Residential Board may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for such fiscal year or any portion thereof. During the Condominium's initial two (2) fiscal years but not thereafter, the Residential Board's authority shall include the right to base the amount of Residential Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Residential Common Charges payable by Residential Unit Owners for any period to reflect actual operating costs for such period. In addition to basing charges on Common Interests, the Residential Board may also make allocations and assessments of Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Residential Unit Owners at least five (5) days prior to the adoption thereof and provide a copy to Permitted Mortgagees upon request therefor. In the event that the annual receipts levied against Unit Owners exceed the actual expenses less income from sources other than Unit Owners for that period accounted for on an accrual basis, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Condominium Board in proportion to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Declarant during the first year of condominium operation will be distributed by the Condominium Board to Declarant and the Residential Unit Owner(s) in proportion to the amount of time Declarant and each Residential Unit Owner owned such Unit.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the Maintenance and operation of, Commercial Common Elements or Commercial Limited Common Elements ("Commercial Common Expenses") shall be determined by the Commercial Board and shall be borne solely by the Commercial Unit Owners. Notwithstanding anything to the contrary in this Section 6.1.3, if a Commercial Common Element or Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Common Element or Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance, including but not limited to the cost of staff necessary for such operation and Maintenance, of any such Commercial Common Element or Commercial Limited Common Element at their sole cost and expense. Commercial Common Expenses shall also include such amounts as the Commercial Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Commercial Common Elements, and such amounts, determined by the Commercial Board as may be required for the purchase, lease or sublease by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, of any portion of a Commercial Unit whose owner has elected to sell, lease, transfer or convey such portion of the Unit or which is to be sold at a foreclosure or other sale. Commercial Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Commercial Common Expenses. The Commercial Board shall from time to time and at least annually prepare a budget to meet Commercial Common Expenses and shall allocate and assess to the Commercial Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Commercial Common Charges") to meet (a) Commercial Common Expenses, and (b) the Commercial Unit Owners' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Commercial Board deems appropriate. In addition to basing charges on Common Interests, the Commercial Board may also make allocations and assessments of Commercial Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. The Commercial Board shall advise all Commercial Unit Owners promptly in writing of the amount of Commercial Common Charges payable by each of them and shall furnish copies of each budget on which such Commercial Common Charges are based to all Commercial Unit Owners at least five (5) days prior to the adoption thereof and provide a copy to Permitted Mortgagees upon request therefor.

6.1.4 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners, or forming a part of or included in any Residential or Commercial Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by (i) the Residential Board if a Residential Common Element is involved, as agent for and on behalf of the Residential Unit Owners or (ii) the Commercial Board if a Commercial Common

Element is involved, as agent for an on behalf of the Commercial Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.5 Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

6.1.6 Notwithstanding anything to the contrary herein, no part of the net earning of the Condominium may inure (other than by acquiring, constructing, or providing management, Maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2 **Insurance.**

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) property insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building (other than the Units and all fixtures, furniture, furnishings or other personal property contained in such Units), together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings and, at the election of the Condominium Board in its sole and absolute discretion, terrorism insurance), said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors, managing agents and employees of the Condominium, the Residential Section, and the Commercial Section; (i) directors and officers liability insurance; and (j) such other insurance as the Condominium Board may determine. The premiums for all insurance referred to above shall be a General Common Expense.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by (a) the Residential Board if the loss involves only the Residential Section, (b) the Commercial Board if the loss involves only the Commercial Section, (c) the Condominium Board if the loss involves both the Residential Section and the Commercial Section, or the General Common Elements. Insurance proceeds with respect to any loss shall be payable to the Board entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to a New York City bank or trust company designated by the Condominium Board as Insurance Trustee (as hereinafter defined)

pursuant to the provisions of Section 12.5. Notwithstanding anything to the contrary set forth above, to the extent required under the Permitted Mortgage, a Permitted Mortgagee holding such Permitted Mortgage secured by a Commercial Unit will have the right to participate in any adjustments regarding loss or damage to the General Common Elements and the Commercial Section and no such adjustment will be made without the consent of such Permitted Mortgagee. Any dispute between or among the Boards under this Subsection 6.2.2 shall be determined by Arbitration.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Boards and all Unit Owners hereby waive their subrogation rights.

6.2.4 Except for Workers Compensation and New York Statutory Disability Insurance coverages the Boards and the Unit Owners each agree that they shall make no claim for recovery against each other for damages to or loss of the demised premises or improvements and betterments thereon, and injury or damage arising out of operations if such damage injury or loss is covered by valid and collectible insurance protecting the Boards and the Unit Owners and which contains a clause permitting the insured to waive such rights prior to the occurrence of a loss. Such waiver of subrogation shall apply to all stated insurance coverages herein. The Boards and each Unit Owner, by acceptance of a deed for a Unit, shall be deemed to have waived their rights of subrogation.

6.2.5 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as such Board may from time to time determine, covering (i) each Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium and Residential and Commercial Section, (ii) the Commercial Unit Owners, all officers, directors and employees thereof, and its managing agent or agents and each Residential Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.6 Any insurance maintained by the Condominium Board may provide for such deductible amounts as such Board determines.

6.2.7 The Condominium Board is not required to obtain or maintain any insurance with respect to the Unit or any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon,

or from the Unit or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage and personal property). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent a party is insured for loss or damage to property, such party will look to its own insurance policies for recovery. Policies maintained by Unit Owners pursuant to this Subsection must provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board.

6.3 **Repair or Reconstruction after Fire or Other Casualty.**

6.3.1 In the event that either (i) the Building or any part thereof (other than the Units) is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Residential Common Elements and/or Residential Limited Common Expense, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 6.2 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $ 1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for the benefit of all Unit Owners, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the General Common Elements and the Units, and for the benefit of all Residential Unit Owners with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Residential Common Elements, the Residential Limited Common Elements and the Residential Units, and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 6.3. Notwithstanding anything to the contrary contained either in this Subsection 6.3.1 or elsewhere in this Section 6.3, however, no Unit Owner whose Unit, its appurtenant Residential Limited Common Elements, if any, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he may have to pursue a separate claim against the condemning authority by reason thereof.

6.3.2 Except as otherwise provided herein, the Condominium Board with respect to the General Common Elements, the Residential Board with respect to the Residential Common Elements and the Residential Limited Common Elements and the Commercial Board with respect to the Commercial Common Elements shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the portion(s) of the Building affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common

Elements affected by such Taking. Damage or destruction to a Unit shall be promptly repaired and reconstructed by the Owner of the affected Unit(s). If, pursuant to the immediately preceding sentences, Work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the Work shall be performed to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. If a Residential Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board or the Residential Board may cause the Residential Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment. Nothing contained herein shall be deemed to obligate a Commercial Unit Owner to restore a Commercial Unit except to the extent that such restoration shall be necessary to maintain that portion of the Building visible to the public in good, clean and neat appearance, in conformity with the dignity and character of the Building.

6.3.3 In the event that Work shall be performed pursuant to the terms of Subsection 6.3.1 and 6.3.2, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If only the Commercial Section (including the Commercial Common Elements or the Commercial Limited Common Elements) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Commercial Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Commercial Common Expense, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section (including the Residential Units, Residential Common Elements and/or the Residential Limited Common Elements) is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared entirely by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the Commercial Section, the Residential Section and the General Common Elements, or any combination of two thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Commercial Section and General Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. However, the Commercial Board shall still have the right to make all arrangements for the prompt repair and restoration of the Commercial Units to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, as provided in 6.1.1 or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this Section 6.3 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.4 If seventy-five percent (75%) or more of the Building is destroyed or substantially damaged by fire or other casualty, the Work shall not be performed unless seventy-five percent (75%) or more of all Unit Owners (including Declarant, if Declarant shall then own any Units), shall promptly resolve to proceed with the same. In the event that a sufficient

number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of Subsections 6.3.1 and 6.3.2 hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements and to all Residential Unit Owners in proportion to their respective Residential Common Interest, to the extent allocated to destroyed or damaged portions of the Residential Units or the Residential Common Elements or the Residential Limited Common Elements, and to the Commercial Unit Owner, to the extent allocated to destroyed or damaged portions of the Commercial Unit, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

6.3.5 If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of Section 6.3.4 hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Residential Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Residential Limited Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest, appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

6.3.6 As used in this Section 6.3, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) sixty (60) days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) ninety (90) days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of Subsection 6.3.1, sixty (60) days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than sixty (60) days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

6.3.7 Any dispute that may arise under this Section 6.3 between any Unit Owners or any Boards shall be resolved by Arbitration.

6.4 **Payment of Common Charges.**

6.4.1 The Residential Unit Owners and the Commercial Unit Owners shall be obligated to pay to the Condominium Board the General Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. All Residential Unit Owners and Commercial Unit Owners shall be obligated to pay Residential or Commercial Common Charges, as the case may be, assessed by the Residential and Commercial Boards pursuant to the provisions of Section 6.1 at such time or times as such Boards determine. The Boards may jointly determine to cause the Condominium Board to act as their respective agent to collect Residential Common Charges and Commercial Common Charges as applicable. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Residential or Commercial Board or the Condominium Board or their designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Residential or Commercial Common Charges or General Common Charges, as the case may be, thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by Law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by Law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien on each Residential Unit for unpaid Residential Common Charges, together with interest thereon, assessed against such Unit. Except to the extent prohibited by Law, the Commercial Board, on behalf of all Commercial Unit Owners, shall have a lien on each Commercial Unit for unpaid Commercial Common Charges, together with interest thereon, assessed against such Unit.

In addition, except to the extent prohibited by Law, the Condominium Board, on behalf of all Unit Owners, shall have a lien for General Common Charges unpaid to it by (i) the Residential Unit Owners, together with interest thereon, on all Residential Units, in proportion to their respective Common Interests, and (ii) the Commercial Unit Owners, together with interest thereon, on the Commercial Units, in proportion to their respective Common Interests. No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the construction in the Building shall have been complete shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by applicable Law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Residential Unit shall be liable for, nor shall the Residential Unit be conveyed subject to a lien for, any unpaid Common Charges against such Residential Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Residential Board.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, a Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and such Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5 **Collection of Common Charges.** Each Board shall take prompt action to collect any Common Charges due to such Board which remain unpaid for more than thirty days after the due date for payment thereof.

6.6 **Default in Payment of Common Charges and other Obligations.** In the event any Unit Owner fails to make payment of Common Charges or Assessments when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts computed from the due date, thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Condominium Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, each Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein. In addition a Board may suspend a Unit Owner's voting rights and privileges for failure to pay any Common Charges or Assessments due.

6.7 **Foreclosure of Liens for Unpaid Common Charges.**

6.7.1 In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Residential Board, acting on behalf of all Residential Unit Owners, shall have the power to purchase any such Residential Unit, and the Commercial Board, acting on behalf of all Commercial Unit Owners, shall have the power to purchase any such Unit or portion thereof at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit or portion thereof (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.7.2 The Condominium Board at the request of the Commercial Unit Owner, will enter into a nondisturbance agreement (the "Condominium Nondisturbance Agreement") with a tenant occupying a Unit, on the terms set forth in this Section 5.7.2; provided such lease is an "arms-length" lease and provided further that such Unit Owner has not received a notice of default under the terms of the Declaration or these By-Laws at the time of such request. Under the terms of the Condominium Nondisturbance Agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Condominium Board will agree that so long as there no event of default exists under said lease, as would entitle the Unit Owner, or any successor landlord under the lease, to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien for Common Charges on a Unit or any other sums of any sort, recognize all of tenant's rights under the lease and will not diminish, terminate or disturb tenant's possession or rights under the lease, expand any of tenant's obligations under the lease or under the Condominium Declaration or these By-Laws, or obligate tenant to comply with any of the provisions of the Declaration or these By-Laws, except as expressly provide herein, and will recognize tenant as the direct tenant of the Board or its successor on the same terms and conditions as are contained in the lease and the tenant's use, possession, or enjoyment of the Unit in question shall not be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Board, or, in case the Board takes possession of said Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if the Condominium Board or any other party succeeds to the interests of the Unit Owner under the lease the tenant will agree to be bound to the Condominium Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Board or party as its landlord. The Condominium Board, at the request of the Unit Owner entering into a lease with the tenant, shall execute and deliver promptly the Condominium Nondisturbance Agreement and any other agreement that any tenant may reasonably request in confirmation of the foregoing in form reasonably satisfactory to the Board.

6.8 **Statement of Common Charges.** Each Board shall promptly provide the other Boards and any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from Unit Owners.

6.9 **Maintenance and Repairs.**

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all Maintenance, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners as a General Common Expense, (c) in or to the Residential Common Elements or the Residential Limited Common Elements shall be made by the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, (d) in or to the Commercial Common Elements or the Commercial Limited Common Elements shall be made by the Commercial Board and the cost and expense thereof shall be charged to all Commercial Unit Owners as a Commercial Common Expense.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 In the event that any Maintenance to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, (b) the Condominium Board, the entire cost thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners as a General Common Expense, (c) the Commercial Board, the entire cost thereof shall be charged to all Commercial Unit Owners as a Commercial Common Expense, or (d) the Residential Board, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and no neon or colored lights may emanate therefrom and the windows may not be modified, altered or replaced without the consent of the Residential Board. All normal Maintenance of any Terrace shall be made by the Residential Unit Owner having access to such at such Unit Owner's own cost and expense, but any structural or extraordinary repairs or replacements to such Terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense. The Condominium Board and the Residential Board will have the right to require a Residential Unit Owner to obtain the consent of the Condominium Board and/or the Residential Board prior to installing plantings, surface coverings and other furniture, equipment and installations on the Terraces and may require a Residential Unit Owner to remove same, at such Residential Unit Owner's sole cost and expense, if the Condominium Board or the Residential Board determines, in their respective discretion,

that such plantings, surface coverings, furniture, equipment or other installations adversely affect the integrity of the roofs or adversely affect the appearance of the Building. A Residential Unit Owner will be obligated, at such Unit Owner's sole cost and expense, to remove plantings, surface coverings and other furniture, equipment and installations from the Terrace, if requested by a Board, to facilitate access to the roofing system or other Common Elements pursuant to the Declaration or these By-Laws. No Terrace may be enclosed without the express written consent of the Condominium Board. The Condominium Board and the Residential Board may establish such other rules and regulations as they deem necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

6.9.2.3 The exterior surface of all windows in the Residential Section if so determined by the Residential Board, shall be washed and cleaned by such Board and the cost and expense thereof shall be a Residential Common Expense. Otherwise, the exterior of all windows in the Residential Section shall be washed or cleaned at the cost and expense of the Residential Unit Owner. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the Commercial Units shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future Law of like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York or any other governmental authority having jurisdiction over the Land or the Building. Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners, and their respect agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of Law.

6.9.2.4 The exterior of all front doors of Residential Units shall not be painted or decorated other than with the consent of the Residential Board.

6.9.2.5 No awnings, air conditioning equipment, ventilators or other Facilities or equipment will be installed or modified in the Residential Section without prior written approval of the Condominium Board.

6.9.2.6 Any repairs or Maintenance work performed with respect to the incremental HVAC units in each Residential Unit shall only be performed by a company or individual previously approved by the Residential Board.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any Terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water to the extent same would cause damage to the Building) by the Unit Owner or Board, whichever is responsible for the Maintenance thereof as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all Maintenance necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) each Board with respect to such parts of the Building required to be Maintained by it, (b) each Unit Owners with respect to such Unit Owner's Unit and any Limited Common Elements required to be Maintained by the Unit Owner, including, without

limitation shades, venetian or other blinds, drapes, curtains or other window decorations in or or appurtenant to such Unit Owner's Unit. Notwithstanding anything to the contrary set forth above, the Condominium Board shall not, without the consent of the Commercial Unit Owner, decrease the level of services (including, but not limited to heat and cooling) supplied to the Commercial Units as of the date of the filing of the Declaration.

6.9.4 In the event of an Emergency (i) affecting the Residential Section, Commercial Section employees will assist Residential Section employees, and (ii) affecting the Commercial Section, Residential Section employees will assist Commercial Section employees and the costs thereof shall be appropriately allocated to the Section receiving the benefit of such assistance.

6.9.5 Each Unit Owner will be obligated to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner that fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

6.9.6 Residential Unit Owners will be able to utilize any bicycle storage facilities located in the Building (hereinafter, each a "Bicycle Room") on a first-come, first-served basis, to store individual bicycles in facilities (hereinafter referred to as "Bicycle Racks") located therein. The Residential Board has the right to charge Residential Unit Owners for the use of the Bicycle Room and Bicycle Racks and to establish rules and regulations relating to the use of the Bicycle Room and Bicycle Racks. The Residential Board shall not be liable for any theft or damage to any bicycles or other objects stored in the Bicycle Room, unless due to the gross negligence of the Residential Board. The Bicycle Room will be unattended and Residential Unit Owners will store bicycles in the Bicycle Room at such Residential Unit Owners' own risk.

6.10 **Violations of Obligations.**

6.10.1 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Residential Board, fails to perform any of its obligations with respect to the Maintenance of its Unit as provided in this Article 6 or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Residential Board may, but shall not be obligated to, perform or cause to be performed such Maintenance unless such Residential Unit Owner, within thirty (30) days after receiving notice of such default from the Residential Board (or sooner in the case of Emergency), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such Maintenance by the Residential Board, together with ten percent (10%) for overhead and interest thereon at the rate of two percent (2%) per month from the date on which such Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Residential Unit Owner to such Board

and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.10.2 In the event that any Commercial Unit Owner fails or neglects in any way to perform any obligation with respect to the Maintenance of such Unit Owner's portion of the Commercial Units, the Commercial Board may, but shall not be obligated to, perform or cause to be performed any such Maintenance provided that (a) the Commercial Board gives the Commercial Unit Owner written notice that such repair or replacement is necessary and that the Commercial Board will complete such repair or replacement in the event the Commercial Unit Owner does not promptly act or complete the repair or replacement, and (b) the Commercial Unit Owner, within five (5) days after receiving such notice, fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such Maintenance by the Commercial Board, together with together with ten percent (10%) for overhead interest thereon at the rate of two percent (2%) per month from the date on which the Commercial Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law) shall be payable by such Commercial Unit Owner to the Commercial Board and shall, for all purposes hereunder, constitute Commercial Common Charges payable by such Commercial Unit Owner. The Commercial Board shall have the right, in the event that the Commercial Unit Owner disputes the amount of such payment or whether the Commercial Unit Owner is obligated to pay the same, to submit such dispute to Arbitration. The Commercial Unit Owner shall pay the cost of such repair or replacement only after a determination by Arbitration to the effect that (i) the repair or replacement was required to be performed by the Commercial Unit Owner, (ii) the Commercial Unit Owner failed to perform such repair or replacement, and (iii) the cost of such repair or replacement by the Commercial Board was reasonable. Any repair or replacement performed by the Commercial Board in accordance with the terms of this Subsection 6.10.2 shall be its sole responsibility with respect to the quality of such repair or replacement and the proper completion thereof. The Commercial Board shall indemnify the Commercial Unit Owner and hold it harmless from and against any claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, in any way incurred by the Commercial Unit Owner, in connection with the manner of completion of such Maintenance by the Commercial Board of any defect described herein (but not for the existence of the condition requiring such repair or replacement).

6.10.3 Each Unit Owner must strictly comply with the provisions of the Declaration, these By-Laws, and the rules and regulations. Failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief will not be exclusive of other remedies provided by Law.

6.11 Alterations, Additions, Improvements and Repairs of Units.

6.11.1 Except as otherwise provided in the Declaration, no Residential Unit Owner shall make any alteration, addition, improvement or repair to any Unit involving structural work or which impact upon Building systems, in or to such Unit Owner's Unit without the prior written approval of the Residential Board. No Commercial Unit Owner shall make any structural alteration, addition, improvement or repair to any Unit involving structural work or impacting upon Building systems, in or to such Unit Owner's Unit without the prior written

approval of the Commercial Board which shall not be unreasonably withheld. With respect to any alteration, addition, improvement or repair the Commercial Board or the Residential Board, as the case may be, may exercise the right to reasonably approve the contractors and suppliers, performing alteration, addition, improvement or repair in any Unit and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Commercial Board or the Residential Board, as the case may be, setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. A Board may impose fees upon a Unit Owner to reimburse the Board for its costs incurred in reviewing or supervising the aforesaid work and providing appropriate security with respect thereto. In addition, the Residential Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium, the sum necessary to enable the Condominium to perform such replacements. The foregoing provisions shall not apply to Declarant or its designee or a Permitted Mortgagee (or its designee) of Declarant or its assignee, which shall not be required to obtain the approval of any Board for any alteration, addition, improvement or repair, whether structural or non-structural in or to Unsold Residential Units or the Commercial Unit, enter into any alteration agreement with respect thereto or perform any additional work as a condition thereof and may perform any work in the Building required to complete the Building in accordance with the provisions of the Plan or to otherwise satisfy its obligations under the Plan.

6.11.2 All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold each Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the appropriate Board (if such approval is required) shall, if required by Law or such department or authority, be executed by said Board or, if required, by the Condominium Board, provided that no Board shall incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant or its designee or a Commercial Unit Owner is hereby authorized on behalf of the Boards to execute the Required Documentation required to undertake, perform and complete such work to the Building (including the Units and Common Elements) as Declarant is obligated or entitled to perform in accordance with the terms of the Plan or the Declaration and these By-Laws (including, without limitation, any certificates as may be required to amend the existing certificate of occupancy to reflect a reconfiguration of the Units and/or a change in use) and to obtain such certificates of completion as may then be required by Law and, the appropriate Board, if requested by Declarant or its designee or a Commercial Unit Owner, shall execute the Required Documentation.

6.11.4 No alterations, additions, improvements or repairs shall made by any Residential Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for other Units or the Building. Prior to the issuance of the permanent certificate of occupancy for the Building, any Residential Unit Owner desiring to perform such alterations, in addition to satisfying any other requirements of these By-Laws with respect to such alterations, must also notify Declarant, in writing, of the scope of the proposed alterations and satisfy other reasonable requirements of Declarant. In furtherance thereof, a Residential Unit Owner performing alterations, shall indemnify Declarant and the Boards for any cost, expense, claim or liability incurred or suffered by Declarant or any Board as a result of any violation of Law or delay in obtaining a temporary or permanent certificate of occupancy. In the event the alterations performed by a Residential Unit Owner do adversely affect the issuance or validity of the certificate of occupancy then upon the written request of Declarant, the Condominium Board or any other Board whose Unit Owners are affected, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

6.11.5 Until such time as the initial construction of the Building is complete, including the completion of "punch list" work, no Board or Unit Owner shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the construction of the Building on behalf of Declarant. In addition, Declarant shall have an easement through all parts of the Building for the prosecution of the work necessary to complete initial construction of the Building, including the completion of "punch list" work by or on behalf of Declarant, which work shall take precedence over the prosecution of any other work at the Building.

6.12 **Alterations, Additions, Improvements or Repairs to Common Elements.** Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to (i) any General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners as a General Common Expense (ii) in or to the Residential Common Elements shall be made by the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, (iii) in or to the Commercial Common Elements shall be made by the Commercial Board and the cost and expense thereof shall be charged to all Commercial Unit Owners as a Commercial Common Expense, (iv) in and to a Unit by the Unit Owner thereof at the Unit Owner's sole cost and expense. Whenever in the judgment of the Residential Board, the Commercial Board or the Condominium Board, as the case may be, the cost of any alteration, addition, improvement or repair would exceed $100,000 in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a Majority of Residential Unit Owners, a Majority of Commercial Unit Owners, or a Majority of Unit Owners, as the case may be, who shall be required to bear the cost and expense thereof as

aforesaid and by the Residential Mortgage Representatives (as hereinafter defined), as the case may be, if any, with respect to alterations, additions, improvements or repairs made by the Residential or Commercial Board, respectively. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $100,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives.

6.13 **Alterations of Certain Common Elements.**

6.13.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by any Board, Mortgage Representative or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (sometimes collectively referred to in this Section 6.13 as an "Alteration"), proposed to be made by Declarant or its designee, Unit Owners or any Board (sometimes collectively referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by such Board, Mortgage Representative or Unit Owner (referred to in this Section 6.13 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within thirty (30) days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for Maintaining such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of those Units represented by the Opposing Party; and (c) the proposed Alteration would not materially weaken the structure of the building.

6.13.2 Nothing contained in Subsection 6.13.1 shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.13.3 A Commercial Unit Owner shall be entitled, at its sole cost and expense to make any alteration, addition, improvement or repair in or to the Commercial Common Elements or Commercial Limited Common Elements, or the exterior facade of the Building adjacent to such Unit Owner's Unit at such Unit Owner's cost and expense, with the prior written approval of the Commercial Board, which shall not be unreasonably withheld.

6.14 **Restrictions on Use of Units.**

6.14.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Residential Unit shall be used for residential purposes only, except as otherwise herein expressly provided. A Residential Unit may be owned by an individual, corporation, partnership, limited liability company, fiduciary, limited liability company or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate or other instrumentality thereof). A Residential Unit may only be occupied by (i) the individual Unit Owner (or members of such Unit Owner's family, guests or domestic employees), (ii) an officer, director, stockholder or employee of such corporation (or members of such Unit Owner's family, guests or domestic employees), (iii) a partner or employee of such partnership (or members of such Unit Owner's family, guests or domestic employees), (iv) the fiduciary or beneficiary of such fiduciary (or members of such Unit Owner's family, guests or domestic employees), or (v) a principal or employee of such other entity (or members of such Unit Owner's family, guests or domestic employees) as the case may be. Unless otherwise consented to by the Residential Board, occupants of a leased Residential Unit must be (a) an individual lessee (or members of such Unit Owner's family, guests or domestic employees), (b) an officer, director, stockholder or employee of a corporate lessee (or members of such Unit Owner's family, guests or domestic employees), (c) a partner or employee of a partnership lessee (or members of such Unit Owner's family, guests or domestic employees), (d) a fiduciary or beneficiary of a fiduciary lessee (or members of such Unit Owner's family, guests or domestic employees), or (e) a principal or employee of such other entity which is a lessee (or members of such Unit Owner's family, guests or domestic employees). "Members of such Unit Owner's family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, grandparents, brothers, sisters, children, stepchildren and grandchildren and nothing contained herein shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such family members or guests. Notwithstanding the foregoing, the Residential Board may consent to occupancy of a Residential Unit by persons other than those set forth above.

6.14.1.1 The Residential Board, may, in its discretion, grant permission for the use of a Residential Unit as a professional office or for any other purpose, provided such use (1) is permitted by Law, (2) does not violate the then existing certificate of occupancy for such Residential Unit, (3) does not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, and (4) complies with all applicable governmental regulations. Such permission by the Residential Board shall be in writing and shall be personal to the Residential Unit Owner. Any successor in title to such Residential Unit shall be required to obtain the prior written approval of the Residential Board before using such Residential Unit as a professional office or for any other purpose.

6.14.1.2 No portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.14.1) may be accommodated therein.

6.14.1.3 The Residential Unit Owner shall ensure that all operable windows opening into the Residential Unit comply with all applicable laws relating to window

guards and, if necessary, install, operate and Maintain, at the Residential Unit Owner's expense, any additional equipment required by applicable Law.

6.14.2 Notwithstanding the provisions of Subsection 6.14.1, Declarant or its designee may, without the permission of the Residential Board, (a) grant permission for the use of any Unsold Residential Unit as a professional office or for any purpose including, without limitation, use as a long or short term rental or other use, provided such use is permitted by Law, does not violate the certificate of occupancy for such Residential Unit (subject to Declarant's right to amend the certificate of occupancy to conform to use as provided in Section 6.14.4 of these By-Laws) and the user of such Unit complies with all applicable governmental regulations with respect to such use, and (b) use any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these By-Laws and in compliance with applicable Law.

6.14.3 No Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an Occupant in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law.

6.14.4 The Commercial Units may be used for any purpose permitted by Law, except that the same shall not be used in any business operation involving the exhibition, sale or rental of pornographic materials, or any obscene or pornographic or commercial sex use or any commercial use involving nude or semi-nude performances or employees, the sale of sexual paraphernalia, massage parlor, peep show store, head shop store, topless or strip club, adult book store (which shall mean a store which primarily sells or offers for sale sexually explicit printed materials, audio or videotapes, films or sexual devices), or any other similar store or adult entertainment facility, use as an operation for the sale of fireworks, or for liquor stores or taverns; a drug treatment clinic, dry cleaning or laundry service except such shall be permitted if cleaning and other services are generally performed on an "off-premises" basis; methadone clinic; drug or alcohol rehabilitation facility, medical testing laboratory or other similar medical facility; exterminating services, tattoo parlor or for lottery ticket sales or gambling. In no event may any Board adopt or enforce any rule or regulation or any amendment to the Declaration or these By-Laws which would have the effect of restricting or limiting the operation of the Commercial Units.

6.14.5 Consistent with the foregoing, in the event Declarant or its designee or a Commercial Unit Owner seeks to change an existing use, Declarant, its designee and/or such

Commercial Unit Owner shall have the right, from time to time, to amend the certificate of occupancy for the Commercial Building to reflect such changed usage. In the event required by applicable Law, the Condominium Board shall cooperate with the Declarant or its designee or a Commercial Unit Owner, at the requesting party's expense, execute all applications, authorizations and other instruments reasonably required to enable the Declarant or its designee or a Commercial Unit Owner to amend the certificate of occupancy, provided that the Condominium Board shall not incur any liability, cost or expense in connection with such application or to any person having any claim for injury to person or damage to property arising therefrom. In addition to the foregoing, Declarant or its designee or a Commercial Unit Owner shall have the Section 6.11.3 of these By-Laws authority to execute the foregoing on behalf of the Boards, in accordance with Section 6.11.3 of these By-Laws.

6.15 **Use of Common Elements.**

6.15.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General or Limited Common Elements other than in (a) Residential Limited Common Elements for the exclusive use of a particular Residential Unit Owner or (b) in the areas designated as storage areas, with the prior consent of the Residential Board as to the Residential Common Elements, the Commercial Board as to Commercial Common Elements or Commercial Limited Common Elements or the Condominium Board as to General Common Elements. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15.3 Residential Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Residential Board for transporting packages, merchandise or other objects.

6.15.4 In the event that the Condominium Board erects a sidewalk bridge or other scaffolding at the Building, the Condominium Board shall give due regard to the use of the Commercial Units at the time in question and shall use best efforts to (i) minimize any disruption to the use of such Commercial Units and (ii) not restrict ingress or egress through the exterior doorways to the Commercial Units. In furtherance thereof, the Condominium Board agrees to consult with the Commercial Unit Owners prior to the installation of such sidewalk bridge or other scaffolding and to permit the Commercial Unit Owners to install, at their cost and expense, signs upon the sidewalk bridge and scaffolding.

6.15.5 The Storage Bins may only be used in accordance with Law and only for the storage of the personal effects of the Residential Unit Owner having exclusive access to such Storage Bin and nothing can be stored in the Storage Bins which would constitute a threat to the health or safety of the Unit Owners or other occupants of the Building or otherwise create a nuisance in the Building. The Residential Board will be responsible for assigning the Storage Bins among the Residential Unit Owners. Residential Unit Owners will be responsible for all normal Maintenance to the Storage Bins; however the costs and expenses of any structural or extraordinary repairs or replacements shall be a Residential Common Expense charged to all

Residential Unit Owners. The Residential Board has the authority to promulgate rules regarding use of and access to the Storage Bins.

6.15.6 Except pursuant to rules adopted by the Condominium Board, which may not be adopted or amended without the Commercial Board's consent, and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration, by the Commercial Unit Owners or anyone claiming by, through or under the Commercial Unit Owners including, but not limited to, the tenants and occupants of any portion of the Commercial Units or their respective licensees or invitees.

6.15.7 The owner of any two (2) or more Residential Units, which Units are serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, to the extent permitted by Law and with the consent of the Residential Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation and Maintenance of such Common Element for so long as such owner exercises such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Units which are Unsold Residential Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board. Notwithstanding the above, if an owner transfers or conveys its Residential Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by (a) and (b) above.

6.16 **Other Provisions as to Use.** No nuisance shall be allowed in the Residential Section nor shall any use or practice be allowed in the Residential Section which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive or unlawful use shall be made of the Residential Section or any portion thereof. All valid Laws of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Boards, whoever shall have the obligation to maintain or repair such part of the Property. Except as otherwise provided in the Declaration, the Commercial Section may be used for any lawful purpose including, without limitation, department and other retail stores, health clubs, theaters, banks, restaurants, commercial and professional offices; and no sale, lease, sublease or use of all or any portion of the Commercial Section shall be deemed to adversely affect the Residential Section.

6.17 **Right of Access.**

6.17.1 Each Residential Unit Owner grants a right of access to such Unit Owner's Unit to each of the Boards, the managing agents, managers, superintendents and/or any other

person authorized by any of the foregoing. The Commercial Unit Owners, upon the same terms and conditions as set forth in Section 6.24.1, and the Residential Unit Owners grant a right of access to their respective Units to each of the Boards, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the General or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the General or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the General or Limited Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, Maintaining or replacing utility meters relating to the General or Limited Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes. In case of an Emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.17.2 Each Unit Owner grants a right of access to such Unit Owner's Unit, and the Boards shall grant rights of access to the General Common Elements and the respective Limited Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

6.18 **Rules and Regulations.** Annexed hereto as Schedule A and made a part hereof are rules and regulations (the "Residential Rules and Regulations") concerning the use of the Residential Common Elements and the Residential Limited Common Elements. The Residential Board may from time to time, modify, amend or add to the Residential Rules and Regulations except that a Majority of Residential Unit Owners may overrule such Board with respect to any such modification, amendment or addition. The Residential Board shall also have the authority to promulgate special rules and regulations concerning the use of storage space, if any, for the personal property of the Residential Unit Owners. The Commercial Board may adopt and from time to time, modify, amend or add to reasonable Rules and Regulations as they affect the use of the Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements, except that a Majority of Commercial Unit Owners may overrule said Board with respect to any adoption, modification, amendment or addition and provided further that the Commercial Unit Owners having exclusive access to the Commercial Limited Common Elements, may overrule said board with respect to any adoption, modification, amendment or addition affecting such Commercial Unit Owners. The Condominium Board may adopt and from time to time, modify, amend or add to the Rules and Regulations as they affect the General Common Elements, except that a Majority of Unit Owners may overrule said Board with respect to any such adoption, modification, amendment or addition. Copies of any newly adopted Rules

and Regulations, or any modifications, amendments or additions thereto, shall be furnished by the Board responsible therefor to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.19 **Real Estate Taxes, Water Charges and Sewer Rents.** Water and sewer services shall be supplied to and for all of the Units and the Limited Common Elements through one or more building systems by the City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. The Commercial Board shall collect such charges from the Commercial Unit Owners based on separate submetering of such Units, and will remit such amount to the Condominium Board. The remaining costs for the Building will be paid by the Residential Unit Owners and included in Residential Common Charges. Until the Units are separately assessed for real estate tax purposes, the Residential and Commercial Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest of all Residential Units or Commercial Units, as the case may be, bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. Declarant reserves the right to collect such Common Charges at the closing of title to the Units. In the case of the Unsold Units, Declarant shall pay to the Condominium Board its allocable share of real estate taxes as Common Charges within two (2) business days of such real estate taxes being due and payable to the property taxing authorities. In the event that the payments made by Unit Owners are less than or more than the amount of taxes paid for the period in question, Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment. In the event of a proposed sale of any Residential Unit, the Residential Board, on request of the selling Residential Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as such Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.20 **Steam.** Steam for the Building shall be supplied from the Con Edison steam distribution system and the charges therefor shall be paid by the Condominium Board. The costs incurred by the Condominium Board shall be allocated to the Residential and Commercial Unit Owners as a General Common Charge. At such time as the steam for the Commercial Units is submetered, the Commercial Board will collect such charges from the Commercial Unit Owners based on their respective submetered usages. The remaining Condominium costs will be paid by the Residential Unit Owners and included in Residential Common Charges. Until such time as the Units are submetered, the cost of Steam shall be allocated as set forth in "Schedule B-Projected Budget for First Year of Condominium Operation" in Part I of the Plan.

6.21 **Gas.** Gas for the Residential Section will be supplied by the utility company servicing the gas distribution system and charges therefor shall be paid by the Residential Board. The cost of gas consumed in the Residential Section will be borne by the Residential Unit Owners as a Residential Common Charge. Gas consumed in the Commercial Section will be separately metered and billed directly to each Commercial Unit Owner utilizing gas.

6.22 **Electricity.** Electricity for each Residential and Commercial Unit (including tenants occupying portions of the Commercial Units) shall be supplied by the utility company servicing the Units and separately metered for each Unit (or portion thereof). Each Unit Owner shall be required to pay the bills for electricity consumed or used in such Unit Owner's Unit (or portion thereof) and the Limited Common Elements to which such Unit has exclusive access, directly to the utility company as directed by such Board. Electricity for the Residential Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Residential Board and will be borne by the Residential Unit Owners as Residential Common Charges.

6.23 **Utilities Serving the General Common Elements.** Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting (a) any General Common Element shall be (i) considered part of the expense of maintaining such General Common Element, (ii) determined by the Condominium Board, and (iii) charged as a General Common Expense, (b) any Residential Common Element shall be (i) considered part of the expense of Maintaining such Residential Common Element, (ii) determined by the Residential Board, and (iii) charged as a Residential Common Expense or (c) any Commercial Common Element shall be (i) considered part of the expense of Maintaining such Commercial Common Element, (ii) determined by the Condominium Board, and (iii) charged as a Commercial Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.24 **Abatement and Enjoinment of Violations by Unit Owners.**

6.24.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give (a) the Condominium Board with respect to matters affecting the General Common Elements, (b) the Residential Board with respect to matters affecting the Residential Section, and (c) the Commercial Board with respect to matters affecting the Commercial Section, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Residential Unit or Commercial Unit or General or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and such Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.24.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and the owner of any Unsold Residential Unit the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.24.3 In the event Condominium Board, the Residential Board, the Commercial Board and/or the Declarant (hereinafter the "Creditor Party") takes any action or brings any proceeding against a Unit Owner (hereinafter the "Defaulting Unit Owner") pursuant to the

provisions of this Section, the Defaulting Unit Owner shall reimburse the Creditor Party for all reasonable costs and charges incurred by the Creditor Party in connection therewith, including without limitation, attorneys fees, together with all reasonable out-of-pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) from the date of the payment or performance of the service by the Creditor Party or due date (if otherwise provided herein), until fully paid by the Defaulting Unit Owner. The Creditor Party may bill the Defaulting Unit Owner therefor at any time. Funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owner's Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws and the Condominium Board, upon receipt of such funds from the Defaulting Party shall promptly reimburse the Creditor Party.

ARTICLE 7

MORTGAGES

7.1 **Notice to Boards.** A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Residential Board in the case of a Residential Unit or the Commercial Board in the case of all or a portion of any Commercial Unit, of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with such Board. The mortgage secured by a Residential Unit shall be substantially in the form of the New York Board of Title Underwriters or such other forms customarily used by lenders making loans secured by individual residential condominium units. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the applicable Board and shall file a conformed copy of the satisfaction of mortgage with such Board. Each of such Boards shall maintain such information in a book entitled "Mortgages of Units."

7.2 **Notice of Default and Unpaid Common Charges.** Whenever so requested in writing by a Permitted Mortgagee of any Unit, the Residential Board with respect to Permitted Mortgagees of Residential Units and the Commercial Board with respect to Permitted Mortgagees of any Commercial Unit, shall promptly report to such Permitted Mortgagee any default in the payment of Residential Common Charges or Commercial Common Charges, as the case may be, or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws which of which such Board may have received notice.

7.3 **Performance by Permitted Mortgagees.** The Residential Board, Commercial Board or Condominium Board, as the case may be, shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner. The Condominium Board or the Commercial Board, as the case may be, shall accept, by any Permitted Mortgagee of Declarant or a Commercial Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Commercial Unit Owner or

Declarant pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Commercial Unit Owner or Declarant and in such event the Permitted Mortgagee shall be entitled to an additional ten (10) day period after expiration of applicable notice and cure periods, within which to cure any monetary default by a Unit Owner hereunder and an additional thirty (30) days after expiration of applicable notice and cure periods; provided however, that in the case of a non-monetary default that cannot, in the exercise of diligence, be cured within such the thirty (30) day period, the Permitted Mortgagee shall have such time as is reasonably necessary to cure such non-monetary default (including any time reasonably necessary to obtain possession of the Property covered by such Permitted Mortgage if possession is necessary to enable such Permitted Mortgagee to cure or remedy such default or event of default) provided that such Permitted Mortgagee proceeds with all due diligence to cure or remedy such breach or default and/or obtain possession. In the event that more than one Permitted Mortgage is secured by a Unit, the senior Permitted Mortgagee shall be entitled to take all actions permitted under this Article unless all the Permitted Mortgagees otherwise designate a different Permitted Mortgagee to so act, by notice to the Condominium Board.

7.4 **Examination of Books.** Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium (including, in the case of Residential or Commercial Unit Owners and Permitted Mortgagees thereof, the books of account of the Residential Section or the Commercial Section, as the case may be) at reasonable times, on business days, but not more than once a month.

7.5 **Representatives of Mortgagees.**

7.5.1 In the manner more particularly set forth in Subsection 7.5.2, the holders of Permitted Mortgages (as hereinafter defined) secured by Residential Units, may, at their election, designate one (1) or more (but not more than three (3)) representatives ("Residential Mortgage Representatives") who shall be empowered to act on behalf of all holders of Permitted Mortgages, with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Residential Mortgage Representatives are so designated and notice thereof is given to the Residential Board, the act of any such Representative (or a majority of such Representatives if more than one is so designated) shall be deemed binding upon the holders of all Permitted Mortgages. As used herein the term "Permitted Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is (i) Declarant or its designee (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, investment or finance company, mortgage trust or other entity which is in the business of providing loans secured by condominium units, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Residential Mortgage Representative made by the holders of Institutional Residential Mortgages, constituting a majority in principal amount of all Institutional Residential Mortgages shall be binding upon the holders of all Institutional Residential Mortgages. Any such designation of any Residential Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the appropriate Board. Unless otherwise required by Law, all Permitted Mortgagees other than holders of an Institutional

Residential Mortgage, shall have no right to participate in the selection of Residential Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Residential Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.6 **Consent of Mortgagees.** Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of any Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 **Selling and Leasing.** No Residential Unit Owner, other than Declarant or its designee may sell or lease such Unit Owner's Unit except by complying with the following provisions.

8.1.1 Any Residential Unit Owner who receives a bona fide offer to (a) purchase such Unit Owner's Residential Unit together with its appurtenant Common Interest, or (b) lease such Unit Owner's Residential Unit (such offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which the Offeree Unit Owner intends to accept, shall give notice by certified or registered mail, return receipt requested, to the Residential Board and Declarant ("Inside Offeror") of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as the Inside Offeror may reasonably require. The giving of such notice to the Inside Offeror, on behalf of all the Unit Owners represented by such Board, together with a copy of the fully executed contract of sale for such Unit, shall constitute an offer by the Offeree Unit Owner to sell such Unit Owner's Residential Unit together with its appurtenant Common Interest or to lease such Unit Owner's Residential Unit to the Inside Offeror, or its respective designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Inside Offeror acting on behalf of all Residential Unit Owners that the Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Inside Offeror may reasonably request. Not later than twenty (20) days after receipt of such notice together with such information as may have been requested, either of the Inside Offeror may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), in the case of the Residential Board, on behalf of all Unit Owners represented by the Residential Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

8.1.2 In the event an Inside Offeror shall timely elect to purchase a Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for the Inside Offeror in accordance with the terms of the Outside Offer, within 45 days after the giving of notice by the Inside Offeror of its election to accept such offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date the Residential Board elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than 45 days after the giving of notice by an Inside Offer's election to accept the aforesaid offer, the Inside Offeror shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 8) including, but not limited to, payment of a downpayment or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to the Inside Offeror referred to in 8.1.1 as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Inside Offeror may purchase the Residential Unit and assume or take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Residential Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Inside Offeror, or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, by deed in the form required by Section 339 o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Inside Offeror, or its designee, corporate or otherwise, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Inside Offeror, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Inside Offeror, or its designee, corporate or otherwise, as tenant, covering such Residential Unit, for the rental and term contained in such Outside Offer.

8.1.3 In the event an Inside Offeror or its designee shall fail to accept such offer within 20 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60-day period but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. Notwithstanding the foregoing, an Inside Offeror, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60 day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

8.1.4 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.1.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that (a) the term shall be for a period of at least six (6) months (except for Residential Units owned by Declarant which are exempt from compliance with this Article 8 of the By-Laws) and (b) it may not be materially modified, amended or extended without the prior consent in writing of the Residential Board, that the tenant shall not assign such Unit Owner's interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Residential Board and that the Residential Board, if permitted by applicable Law, shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

8.1.6 Except as hereinbefore set forth, the form of any such lease executed by the Residential Board or an Outside Offeror shall be a printed, reasonably applicable form of residential lease which is generally approved by the Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by the Residential Board. Any lease executed by the Residential Board as tenant shall provide that the Residential Board may enter into a sublease of the premises without the consent of the landlord.

8.1.7 The foregoing restrictions of this Section 8.1 shall not apply to Unsold Residential Units, or Units rented to or by Declarant or its designee, or the Commercial Units (or any commercial condominium units into which the Commercial Units may hereafter be divided). Declarant or its designee, and the Commercial Unit Owners shall have the right to freely sell their respective Units, or to freely lease all or any part of the Unsold Residential Units or the Commercial Units, as the case may be, without having to first offer the same for sale or lease to any Board or pay any fees or costs to any Board.

8.2 **Consent of Residential Unit Owners to Purchase or Lease of Residential Units by Residential Board.** The Residential Board shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners and subject to the right of the Declarant to veto such purchase or lease in accordance with these By-Laws. However, the Residential Board shall have the right to release or waive such option without the prior approval of a Majority of Residential Unit Owners.

8.3 **Sovereign Immunity.** Notwithstanding anything to the contrary set forth above, before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future

claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, the Residential Board may require that the potential grantee enter into an agreement with the Residential Board, on terms acceptable to the Residential Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Residential Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Residential Board shall elect, and (iii) permits execution and enforcement of any judgment obtained by the Residential Board. The foregoing provisions do not apply to sales of Unsold Residential Units.

8.4 **No Severance of Ownership.**

8.4.1 No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4.2 Notwithstanding anything to the contrary set forth in the Declaration or these By-Laws, in the event a Commercial Unit is subdivided into Commercial Units, each of which constitutes an individual storage space for the storage of materials, such Commercial Units can only be sold to another Residential Unit Owner, to the Condominium Board or Residential Board or to a party who is simultaneously acquiring a Residential Unit. Declarant or its designee shall be entitled to lease or sell any such Commercial Units to a any party whether or not a Residential Unit Owner.

8.5 **Release by Residential Board of Right of First Refusal.** The right of first refusal contained in 8.1 may be released or waived by each Inside Offeror only in the manner provided in Section 8.5. In the event an Inside Offeror shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit together with its appurtenant Common

Interest may be sold, conveyed or leased, free and clear of the provisions of Subsections 8.1.1 and 8.1.2, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3.

8.6 **Certificate of Termination of Right of First Refusal.** A certificate executed by an officer of the Residential Section stating that the provisions of Subsection 8.1.1 have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Inside Offeror, and that as a result thereof the rights of the Inside Offeror thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3), shall be conclusive upon the Inside Offeror and the Residential Unit Owners in favor of all persons who rely on such certificate in good faith. Each Inside Offeror shall furnish such certificate upon request to any Residential Unit Owner with respect to whom the provisions of Subsection 8.1.1 have, in fact, terminated.

8.7 **Financing of Purchase of Residential Units by Residential Board.** The purchase of any Residential Unit by the Residential Board or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an assessment against each Residential Unit Owner in proportion to such Unit Owner's respective Common Interest, as a Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its (their) appurtenant Common Interest(s).

8.8 **Exceptions.** The provisions of Section 8.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, adult children or grandchildren, parents, grandparents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof, (b) Declarant or its designee, (c) the Residential Board, (d) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure, or (e) a Permitted Mortgagee or such Unit Owner's nominee, who has acquired title to any Residential Unit at any foreclosure sale of such Unit Owner's Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit subject to, the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of the Commercial Units or any part thereof. The term "affiliate" shall be deemed to be an individual or entity which owns more than fifty percent (50%) of the beneficial interest of such Unit Owner, or an entity with respect to which such Unit Owner owns more than fifty percent (50%) of the legal and beneficial interest. In the event a Unit Owner is not a natural person, the provisions of Section 8.1 shall apply to any lease, sale or conveyance of the beneficial or legal ownership of such Residential Unit Owner to any party which is not an affiliate of the Residential Unit Owner.

8.9 **Gifts and Devises, etc.** Any Residential Unit Owner shall be free to convey or transfer such Unit Owner's Residential Unit by gift, or may devise such Unit Owner's Residential Unit by will or have such Unit Owner's Residential Unit pass by intestacy, without being subject to the restrictions of Section 8.1; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit shall remain subject to, the provisions of this Article 8.

8.10 **Storage Bins.** A Unit Owner may assign its Storage Bin License only to another Unit Owner. Upon conveyance of a Unit, the Residential Board will enter into a new Storage Bin License with the transferee of such Unit, in such form then required by the Residential Board. A Unit Owner may lease a Storage Bin, but only to another Unit Owner, the Residential Board or Declarant, as the case may be and only under such terms as may be required by the Residential Board. In no event may a Unit Owner retain use or rights to a Storage Bin after conveyance or transfer of such Unit Owner's Unit. In the event a Residential Unit Owner elects to terminate a Storage Bin License and does not transfer same to another Residential Unit Owner, the rights to the Storage Bin in question will devolve to the Residential Board which shall have the right to issue a new Storage Bin License to another Residential Unit Owner in its sole discretion.

8.11 **Unauthorized Sales or Leases of Residential Units.** Any purported sale or lease of a Residential Unit consummated in violation of Sections 8.1, 8.3 or 8.4 or 8.9 shall be voidable at the election of the Residential Board and if the Residential Board shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Residential Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Residential Unit Owner as the owner or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Residential Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.12 **Charges Imposed on Sale or Lease of Residential Units.** If permitted by Law, the Residential Board shall be entitled to fix by resolution and collect, before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Residential Board, in connection with the sale or lease.

8.13 **Power of Attorney.** At the time of acquiring title to a Residential Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required by Article 17 of the Declaration, in the form set forth as Exhibit E to the Declaration.

8.14 **Notices Concerning Residential Unit Occupancy.** Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent.

8.15 **Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common.** In the event that any Unit shall be acquired by the Residential Board or the Commercial Board, or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Commercial Unit Owners, as the case may be, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

8.16 **Payment of Assessments.** No Residential Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease such Unit Owner's Residential Unit unless and until the Unit Owner shall have paid in full to the appropriate Board all unpaid Common Charges theretofore assessed by said Board against such Residential Unit and until such Residential Unit Owner shall have satisfied all unpaid liens against such Unit Owner's Residential Unit other than Permitted Mortgages.

8.17 **Mortgage of Units.** Subject to Article 7 and Section 8.16, each Unit Owner shall have the right to mortgage such Unit Owner's Unit without restriction, provided that, with respect to any mortgage covering a Residential Unit, the Residential Unit Owner making such mortgage shall notify in writing the Residential Board of the making of such mortgage.

8.18 **Lease or Purchase of Residential Unit or Other Apartment for Superintendent's/Resident Manager Residence.** The Residential Board or the Condominium Board shall have the right to lease or purchase and finance the purchase of a Residential Unit or other apartment for the resident manager's unit (whether or not in the Building) and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease, purchase or financing without the approval of a Majority of Unit Owners.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the General or Limited Common Elements, each Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General or Limited Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by such Board. The award made for any such taking shall be payable to the Board responsible for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of the General Common Elements pro rata, as follows: first, to the Residential Unit Owners and the Commercial Unit Owners in accordance with their respective Common Interests; thereafter, each Board shall allocate such deficit or surplus, as the case may be, pro rata, to the Residential Unit Owners and to the Commercial Unit Owners, respectively, in accordance with their respective Common Interests; (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements pro rata in accordance with their Common Interests; and (c)

borne and shared by all Residential Unit Owners having exclusive access to the Residential Limited Common Elements pro rata in accordance with their respective interest in such Residential Limited Common Interests; (d) borne and shared by all Commercial Unit Owners with respect to any taking of the Commercial Common Elements pro rata in accordance with their Common Interests, and (e) borne and shared by all Commercial Unit Owners having exclusive access to the Commercial Common Elements with respect to any taking of the Commercial Limited Common Elements pro rata in accordance with respective interest in such Commercial Limited Common Interests. Notwithstanding any provisions contained herein to the contrary, in the event that (1) seventy-five percent (75%) of all Residential Unit Owners and/or seventy-five percent (75%) of all Commercial Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of their respective Limited Common Elements, or (2) seventy-five percent (75%) of all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the General Common Elements, then such repairs or restorations of the Limited Common Elements and/or General Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth in (a), (b) and (c) above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not Permitted Mortgages. As used in this Article 9 the words "promptly resolve" shall mean not more than sixty (60) days from the date of such taking. Any dispute between any Boards under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 **Records.** Each Board or the managing agent for that Board, if any, shall keep detailed records of the actions of such Board, minutes of the meetings of such Board, minutes of the meetings of the Unit Owners for whom such Board serves and financial records and books of account with respect to the activities of such Board, including a listing of all receipts and expenditures. In addition, the Residential Board shall keep a separate account for each Residential Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Residential Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 **Audits.** Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by (a) the Residential Board to all Residential Unit Owners, (b) the Commercial Board to all Commercial Unit Owners, and (c) the Condominium Board to the Residential Board and the Commercial Board, and, if so requested, to any Permitted Mortgagee, as the case may be. The cost of such report submitted by (1) the Residential Board, shall be paid by the Residential Unit Owners as a Residential Common Expense, (2) the Commercial Board, shall be paid by the Commercial Unit Owners as a Commercial Common Expense, and (3) the Condominium Board shall be paid by the Residential Board and the Commercial Board as a General Common Expense.

10.3 **Availability of Documents.** Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be

maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours, except that Unit Owners and their authorized agents may not be permitted to inspect same in excess on one (1) time per month.

ARTICLE 11

ARBITRATION

11.1 **General Procedure.** Any arbitration provided for in these By-Laws shall be conducted in accordance with the provisions of this Article 11 (an "Arbitration"). Each Arbitration shall be conducted before one (1) arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within ten (10) days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any Arbitration under this Article 11 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen (15) years.

11.2 **Costs and Expenses.** The fees, costs and expenses of the arbitrator will be borne by the losing party in the Arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such Unit Owner's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute General Common Expenses.

11.3 **Agreement by Parties.** The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 **Waiver.** No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2 **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.3 **Certain References.**

12.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.4 **Severability.** Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 **Insurance Trustee.** The Insurance Trustee shall be a bank or trust company in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, such lender shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

12.6 **Successors and Assigns.** Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or,

with the consent of Declarant or its designee, any transferee of some or all then Unsold Residential Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Commercial Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Commercial Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owners, as the case may be, shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7 **Covenant of Further Assurances.**

12.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.7.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Board representing such Unit Owners, stating the reasons why such Unit Owner or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board which represents such Unit Owner, or other party is hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

12.7.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board representing such Unit Owners stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1 **Amendments by Unit Owners.** Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws and (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Commercial Section or the Commercial Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of all Commercial Unit Owners taken in accordance with the provisions of these By-Laws. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, Permitted Mortgagees, any Unsold Residential Units, the Commercial Section or any Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by (1) the Residential Board, as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such Residential Unit Owners so to act as their attorney-in-fact or (2) the Commercial Board, as attorney-in-fact for the Commercial Unit Owners, coupled with an interest, which Commercial Board is hereby authorized by such Commercial Unit Owners to act as their attorney-in-fact or (3) the Condominium Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or its designee, any Unsold Residential Units, the Commercial Section or the Commercial Unit Owners, (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Representatives, if any, (ii) no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the respective Residential Mortgage Representatives, if any, and (iii) the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives, as the case may be), eighty percent (80%) in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2 **Amendments Affecting Declarant or its Designee or the Commercial Unit Owner.** Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and

Regulations shall be effective in any way (a) without the prior written consent of the affected Commercial Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner, (b) without the prior written consent of Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit or Commercial Unit, with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or Commercial Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or Commercial Unit. Declarant and the Commercial Unit Owners shall have the right to amend the By-Laws, without the consent of any Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant and the Commercial Unit Owners under the terms of the Declaration and these By-Laws.

13.3 **Amendments Affecting Permitted Mortgagees.** Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or 6.1, 6.2, 6.4.2, 6.4.3, 8.7(d) or (e), or 8.10 shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

ARTICLE 14

AMENDMENTS CONCERNING COMMERCIAL SECTION

Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Section or the subdivision of any Commercial Unit into separate condominium units and/or the offering for sale or lease of all or any portion of the Commercial Units and it is contemplated that in connection therewith the Commercial Board will cause the Declaration, these By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section, or any Residential Unit Owners, the Commercial Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.

4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface of any Terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The type, size and quantity of plantings and other installations to be placed on Terraces and the rights of Unit Owners to paint and decorate Terraces shall be subject to the prior written approval of the Residential Board. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Residential Board.

6. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed.

7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be provided by Law.

8. No heat, ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Commercial Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an Emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such managing agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Residential Board nor shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential

Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

17. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

19. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an Emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

23. Complaints regarding the services of the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.

24. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional.

25. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

26. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

27. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

28. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

29. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the managing agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

30. Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General or Limited Common Elements.

31. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

32. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section.

33. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

35. There will be no barbecuing in the Residential Units in their Limited Common Elements (including Terraces), or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Residential Board.

36. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or Maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

37. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

EXHIBIT "8"

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPALS

New York State Department of Law
Investment Protection Bureau
23rd Floor
120 Broadway
New York, New York 10271

Re: Condominium Offering Plan
Rushmore
80 Riverside Boulevard
New York, New York

The undersigned certify as follows:

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibilities for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal law.

Sworn to before me this 29
day of June, 2006.

Notary Public

Hepzi Schechter
Notary Public, State of New York
No. 01SC6128253
Qualified in Queens County
Commission Expires June 06, 2009

SPONSOR:

CRP/Extell Parcel I, L.P.,
By: CRP/Extell Parcel I GP, L.L.C., its general partner

By: _____
Name: Gary Barnett
Title: Vice President

Sworn to before me this 29
day of June, 2006.

Notary Public

Hepzi Schechter
Notary Public, State of New York
No. 01SC6128253
Qualified in Queens County
Commission Expires June 06, 2009

SPONSOR'S PRINCIPAL:

_____
Gary Barnett

EXHIBIT "9"

CERTIFICATION OF SPONSOR'S ARCHITECT

Costas Kondylis and Partners LLP
Architects
31 West 27 Street
New York, New York 10001

212 725 4655 telephone
212 725 3441 telefax
info@kondylis.com
www.kondylis.com

Costas Kondylis and Partners LLP

CERTIFICATION OF ARCHITECT

June 14, 2006

Partners
Costas Kondylis
Alan Goldstein
Marta Rudzki
L. Stephen Hill
David West
Michael Peragine

Associate Partner
Harold Amore
Steve Bonora
Martin Bottell
George Drallios

Bureau of Real Estate Financing
New York State Department of Law
120 Broadway
New York, New York 10271

RE: 80 Riverside Boulevard
New York, New York 10069

The Sponsor of the Offering Plan to establish the captioned property (the "**Property**") as a condominium (the "**Offering Plan**") retained our firm to prepare a report describing construction of the project when completed. We also were retained to prepare plans and specifications for the project. We accordingly prepared the plans, dated August 25, 2005, revised October 20, 2005 and the specifications, dated November 11, 2005 (collectively, the "**Plans and Specifications**"), and prepared the report dated June 14, 2006 (the "**Report**"), a copy of which Report is intended to be incorporated into the Offering Plan so prospective purchasers may rely on it.

We are registered architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications that we prepared;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications that we prepared;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectations or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

Very truly yours,

Costas Kondylis & Partners LLP

By: _____

Name: L. Stephen Hill
Title: Partner

[Seal]

REGISTERED ARCHITECT
LEO STEPHEN HILL
No. 028264
STATE OF NEW YORK

Sworn to before me this
14 day of June, 2006

Notary Public

ANDREW E KAMINSKI
Notary Public, State of New York
No. 01KA6056541
Qualified in Kings County
Commission Expires March 26, 2007

EXHIBIT "10"

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

PENMARK
REALTY CORP

PART 20: CERTIFICATION BY EXPERT AS TO ADEQUACY OF BUDGET

June 14, 2006

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
Rushmore
80 Riverside Boulevard
New York, New York 10069 ("Property")

The sponsor of the condominium offering plan for the captioned condominium property retained our firm to prepare Schedules B and B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Penmark Realty has been engaged in the management of residential real estate for the past 32 years, manages approximately 35 cooperative and condominium buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedule.

We have prepared the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on my/our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the condominium offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK REALTY CORPORATION

By: _____
Name: Bernard Friedman
Title: President

Sworn to before me this
16 day of June, 2006

_____
Notary Public

Janet Konstantinidis
Notary Public, State of New York
No. 01KO6018679
Qualified in Richmond County
Commission Expires January 19, 2007

EXHIBIT "11"

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER

PENMARK
REALTY CORP

PART 20: CERTIFICATION BY EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER

June 14, 2006

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
Rushmore
80 Riverside Boulevard
New York, New York 10069("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B containing projections of common charges payable by the owner of the commercial unit. Penmark Realty Corporation has been engaged in the management of residential real estate for the past 32 years, manages approximately 35 cooperative and condominium buildings. Including buildings with commercial space, and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

We have prepared Schedule B as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience more fully set forth above.

We certify that the projections in Schedule B for the common charges payable by the owner(s) of the commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner(s) of the commercial unit(s):

(i) sets forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner(s) of the commercial unit(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the commercial unit(s) for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK REALTY CORPORATION

By: _____
Name: Bernard Friedman
Title: President

Sworn to before me this
16 day of June, 2006

_____
Notary Public

Janet Konstantinidis
Notary Public, State of New York
No. 01KO6018679
Qualified in Richmond County
Commission Expires January 19, 2007

EXHIBIT "12"

ESCROW AGREEMENT FOR OFFERING PLAN

ESCROW AGREEMENT

AGREEMENT made this 21st day of November, 2005, between CRP/Extell Parcel I, L.P. ("SPONSOR") as sponsor of the Offering Plan (defined below) and Stroock & Stroock & Lavan LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the sponsor of an offering plan for premises known as 80 Riverside Boulevard, New York, New York (the "Offering Plan"); and

WHEREAS, Stroock & Stroock & Lavan LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

A. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1. ESCROW AGENT has established a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at Bank of America at its branch located at 1185 Avenue of the Americas, 15th Floor, New York, New York, entitled Stroock & Stroock & Lavan LLP, Escrow Account No. [redacted]

2. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. At such time as ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, from a Purchaser, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow savings account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

3. Partners or attorneys employed by ESCROW AGENT are the sole signatories on the Master Escrow Account.

4. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

5. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event Purchaser defaults.

B. DEPOSITS INTO THE ESCROW ACCOUNT.

6. All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Stroock & Stroock & Lavan LLP, as Escrow Agent." Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

7. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

C. RELEASE OF FUNDS.

8. Consummation of the Offering Plan does not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

9. ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

10. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

11. In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

12. Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions

contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

D. RECORDKEEPING.

13. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven years after release of the funds.

14. Upon the dissolution of ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

15. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

E. GENERAL OBLIGATIONS OF ESCROW AGENT.

16. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

17. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

18. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

19. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

20. ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

21. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

F. RESPONSIBILITIES OF SPONSOR.

22. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a member of or employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

23. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

24. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or Form W-8BEN, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

G. TERMINATION OF AGREEMENT.

25. This Agreement shall remain in effect unless and until it is canceled by either

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) all shares or units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

26. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

H. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

I. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

J. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be

paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

K. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

L. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

M. ENTIRE AGREEMENT.

This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT

STROOCK & STROOCK & LAVAN LLP

By: _____
Name: Michel Evanusa
Title: Partner

SPONSOR

CRP/Extell Parcel I, L.P.
By: CRP/Extell Parcel I GP, LLC, its general partner

By: _____
Name: Gary Barnett
Title: Authorized Person

EXHIBIT "13"

FORM W-9

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown or your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "14"

FORM W-8BEN
CERTIFICATE OF FOREIGN STATUS OF BENEFICIAL OWNER FOR UNITED STATES TAX WITHHOLDING

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of .....within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article .....of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): ....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

.....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ....
Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY) | Capacity in which acting

EXHIBIT "15"

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DEPOSITS

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DEPOSITS

(Send this application to the reviewing attorney assigned to the subject plan.)

Re: _____
Address of Building or
Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of Deposits held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name of Applicant _____

2. Address of Applicant _____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any) _____

4. This is an application for

return of Deposit.
forfeiture of Deposit.
other: _____

5. The project is
[ ] a conversion of occupied premises.
[ ] newly constructed or rehabilitated.
[ ] vacant (as is).

6. The project is structured as
[ ] a cooperative.
[ ] a condominium.
[ ] a homeowners association.
[ ] a time share.
[ ] other: _____

7. Name and Address of Sponsor: _____

8. Name and Address of Escrow Agent: _____

9. If Deposits are maintained in an escrow account:
   (a) Name of account _____
   (b) Name and address of bank _____
   (c) Account number (if known) _____
   (d) Initial interest rate (if known) _____

10. If Deposits have been secured by bonds:
   (a) Name and address of bond issuer or surety: _____
   (b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND.) If not included, explain:

11. If Deposits have been secured by a letter of credit:
   (a) Name and address of bank which issued the letter of credit:
   (b) Date of expiration of the letter of credit, if known:

12. Plan information:
   (a) Date of filing of plan: _____
   (b) Plan
   [ ] has not been declared effective.
   [ ] has been declared effective. Approximate date:
   (c) If effective, the plan
   [ ] has closed or the first unit has closed. Approximate date:
   [ ] has not closed.
   [ ] don't know.
   (d) Deposits are secured by
   [ ] escrow account.
   [ ] bonds.
   [ ] letter of credit.

13. Contract information:
    (a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)
    (b) Date on which subscription or Agreement was signed: _____
    (c) Date(s) of Deposit(s): _____
    (d) Total amount of Deposit(s): _____
    (e) Names and addresses of subscribers or purchasers affected by this application:

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home): _____ (Business) _____

Mailing Address: _____

EXHIBIT "16"

RPL §339-kk

§ 3. The real property law is amended by adding a new section 339-kk to read as follows:
§ 339-KK. RENTS. (A) FOR THE PURPOSES OF THIS SECTION, "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.
(B) IF A NON-OCCUPYING OWNER RENTS ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION (C) OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.
(C) IF THE COMMON CHARGES, ASSESSMENTS OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL, WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON-OCCUPYING OWNER OR A DESIGNATED AGENT. A NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATION'S CLAIM TO RENTAL PAYMENTS PURSUANT TO THIS SECTION SHALL BE ENTITLED TO PRESENT FACTS SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT SUCH BOARD RECEIVES NOTICE THAT SUCH OWNER SEEKS TO DISPUTE SUCH CLAIM.
(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANAGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.
(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT.

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§ 5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

CHAP. 422

The Legislature of the STATE OF NEW YORK SS:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
TEMPORARY PRESIDENT OF THE SENATE

SHELDON SILVER
SPEAKER OF THE ASSEMBLY

EXHIBIT "17"

SPECIMEN TITLE POLICY

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

LandAmerica Commonwealth

Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

SPECIMEN

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: Whitney Powell
Secretary

By: Prudence L Chandler
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

SPECIMEN

Conditions and Stipulations Continued Inside Cover

CONDITIONS AND STIPULATIONS
(Continued)

'. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage ;ustained or incurred by the insured claimant who has suffered loss or damage by eason of matters insured against by this policy and only to the extent herein lescribed.

(a) The liability of the Company under this policy shall not exceed the least)f:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the nsured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply hat portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses ncurred in accordance with Section 4 of these Conditions and Stipulations.

). APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if he amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any mprovements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at he time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

). LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures he claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with he Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

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LandAmerica Commonwealth

SCHEDULE A

Amount of Insurance: $_____ **Policy/Title No.** NY052094

Date of Policy: _____

SPECIMEN

1. **Name of Insured:** _____

2. **The estate or interest in the land which is covered by this policy is:**

   Fee Simple

3. **Title to the estate or interest in the land is vested in the Insured by means of:**

   Deed from CRP/Extell Parcel I, L.P. -to- _____, dated _____ and recorded on _____ under CRFN _____.

4. **The land referred to in this policy is described on the annexed schedule.**

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:_____
Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

Policy/Title No. NY052094

SCHEDULE A ITEM 4

SPECIMEN

The Condominium Unit (the "Unit") in the Building known as The Rushmore located at and known as and by street number 80 Riverside Boulevard, New York, New York, designated and described as Unit No. _____ in the Declaration establishing a plan for condominium ownership of said Building and the land upon which it is situate under Article 9-B of the Real Property Law of the State of New York, dated _____ and recorded _____ in the Office of the Register of the City of New York, County of New York under CRFN _____, said Unit also being designated as Tax Lot ____ in Block 1171 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the said Building, certified by _____, on _____ and filed in the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. _____ and also filed in the City Register's Office on _____ as Condominium Map No. _____.

TOGETHER with an undivided ____ percent interest in Common Elements of the Condominium as described in the Declaration.

The land upon which the Building containing the Unit is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive;

) RUNNING THENCE due east, along the southerly line of West 64th Street, 173 feet 1-5/8 inches;

) THENCE southerly, partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850 feet 0 inches and an included angle of 13 degrees 45 minutes 35 seconds, 204 feet 1-3/8 inches to a point of tangency;

) THENCE south 23 degrees 29 minutes 17 seconds east, 2 feet 11-1/4 inches to a point in the northerly line of West 63rd Street;

) THENCE due west, along the northerly line of West 63rd Street, 272 feet 5-1/2 inches to the corner formed by the intersection of the northerly line of West 63rd Street with the easterly line of Riverside Drive;

) THENCE northerly, along the easterly line of Riverside Drive, on the arc of a circle curving to the left having a radius of 2325 feet 0 inches and an included angle of 4 degrees 58 minutes 31 seconds, 201 feet 10-3/4 inches to the point or place of BEGINNING.

EXCLUDING therefrom all that portion of the below described parcel lying below an upper limiting plane drawn 18 feet inches above top of rail, bounded and described as follows:

BEGINNING at a corner in the southerly line of West 64th Street, distant 130 feet 7-1/8 inches easterly from the corner ormed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive;

SCHEDULE A - ITEM 4 - continued

1) RUNNING THENCE due east, along the southerly line of East 64th Street, 42 feet 6-1/2 inches;

2) THENCE southerly, partly along the westerly line of West 64th Street, on the arc of a circle curving to the having a radius of 850 feet 0 inches and an included angle of 13 degrees 45 minutes 35 seconds, 204 feet 1 inches to a point of tangency;

3) THENCE south 23 degrees 29 minutes 17 seconds east, 2 feet 11-1/4 inches to a point in the northerly lir West 63rd Street;

4) THENCE due west, along the northerly line of West 63rd Street, 45 feet 4 inches;

5) THENCE northerly, on the arc of a circle curving to the right, having a radius of 878 feet 2 inches an included angle of 13 degrees 27 minutes 22 seconds, 206 feet 2-7/8 inches to the point or place of BEGINNI

SPECIMEN

Policy/Title No. NY052094

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SCHEDULE B
Exceptions from Coverage

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following:

1. Any state of facts which an accurate Survey of the building and the unit would show, but policy insures that any encroachments by the Insured Unit on any adjoining Unit or on common areas may remain undisturbed as long as it shall stand.

2. Covenants, conditions, easements, agreements of records, etc., as follows:

   a. Terms, Covenants, Conditions and Easements set forth in Deed dated March 30, 1976 by PCTC Trustees to Consolidated Rail Corporation ("Conrail") recorded December 15, 1978 in Reel 463 Page 1563A and Correction Conveyance authorized by Order of the Special Court Regional Railway Organization Act of 1973, Misc. No. 75-3(A) dated October 29, 1981 and recorded December 3, 1981 in Reel 594 Page 491 and the Release of Easement recorded in Reel 594 Page 453. Policy insures that the easements set forth in Paragraph B-1 of the former Deed and the Newsprint Easement have been terminated.

   b. Terms, Conditions, Reservations, Right of Re-entry and Reverter ("Water Grant Conditions") contained in the Water Grants made by the Mayor, Alderman and Commonalty of the City of New York to Upland Owners of property abutting the high water line of the Hudson River, which Water Grants were recorded in Liber 623 Cp. 33, Liber 1103 Cp. 396, Liber 1103 Cp. 404, Liber 1312 Cp. 235, Liber 1103 Cp. 411, Liber 621 Cp. 489, Liber 1064 Cp. 148, Liber 1182 Cp. 342, Liber 622 Cp. 551, Liber 1068 Cp. 116, Liber 1090 Cp. 1099, Liber 2059 Cp. 97, Liber 581 Cp. 628 and Liber 616 Cp. 477.

      Policy insures that the Water Grant Conditions cannot be enforced against any part of the premises described in Schedule A lying easterly of the actual physical bulkhead as shown on survey made by Earl B. Lovell - S.P. Belcher, Inc., dated 8/4/75 to 11/19/75 and updated by a visual examination on 12/28/93 which shows premises and more.

      Policy further insures that the exercise of the above conditions will not result in a forfeiture or reversion of title under which the insured can be cut-off, subordinated or otherwise disturbed. **See Exhibit B**

   c. Restrictive Declaration made as of 12/17/92 by Penn Yards Associates recorded 1/6/93 in Reel 1934 Page 1, as supplemented by Letter Agreement between Penn Yards Associates and Members of Riverside South Planning Commission dated March 31, 1993. Said Supplemental Letter Agreement does not affect "Studio" Site pursuant to letter dated 6/29/94.

      With Respect Thereto:

      1) Modification to Restrictive Declaration made as of 10/4/1994 by Hudson Waterfront Associates, L.P. recorded 12/2/1994 in Reel 2159 Page 1096.

      2) Second Modification to Restrictive Declaration made as of 1/9/1997 by Hudson Waterfront Associates, L.P. recorded on 2/13/1997 in Reel 2422 Page 424.

SCHEDULE B - continued

3) Third Modification of Restrictive Declaration made as of 9/13/1999 by Hudson Waterfront Associates, L.P. recorded on 1/7/2000 in Reel 3026 Page 1983.

4) Fourth Modification to Restrictive Declaration made as of 11/9/2001 by Hudson Waterfront Associates L.P. recorded on 1/25/2002 in Reel 3436 Page 1992. Restated Fourth Modification recorded on 3/15/2002 in Reel 3470 Page 1813.

d. Declaration of Public Access Corridor for Private Sewer dated 4/9/1996 made by Hudson WaterFront Associates I, L.P., recorded on 4/10/1996 in Reel 2312 Page 1805. (Affects Riverside Drive).

e. Terms, Covenants, Easements and Provisions of an Agreement between Hudson Waterfront Associates, L.P. et al and National Railroad Passenger Corporation dated as of 8/26/97 and recorded on 3/16/98 in Reel 2554 Page 691.

f. Terms, Covenants, Conditions and Provisions of the Amended and Restated Operating Agreement dated as of 8/26/97 by an among Hudson Waterfront Associates I, L.P. Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P., Hudson Waterfront Associates V, L.P. and Hudson Waterfront Associates, L.P., a Memorandum of which was recorded on 3/16/98 in Reel 2554 Page 644.

SPECIMEN

With Respect Thereto:

1) Amended and Restated Operating Agreement dated as of 6/23/2003, a Memorandum of which was recorded on 1/11/2005 under CRFN 2005000019369.

2) First Amendment to Second Amended and Restated Operating Agreement dated as of 12/23/2004 by and among Hudson Waterfront Associates I, LP, Hudson Waterfront Associates III, LP, Hudson Waterfront Associates IV, LP, Hudson Waterfront Associates V, LP, Hudson Waterfront Company A, LLC, Hudson Waterfront Company D, LLC, Hudson Waterfront Company E, LLC, Hudson Waterfront Company F, LLC and Hudson Waterfront Associates, L.P., recorded on 3/30/2005 under CRFN 2005000184566.

g. Declaration of Covenants, Conditions and Restrictions ("Owners Association Declaration") dated as of 8/26/97 made by Riverside South Property Owners Association, Inc., a corporation formed pursuant to the New York Not-for-Profit Corporation Law, Hudson Waterfront Associates, L.P., Hudson Waterfront Associates, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P. and Hudson Waterfront Associates V, L.P. and recorded on 3/16/98 in Reel 2554 Page 552.

h. Terms, Covenants, Conditions and Provisions of The "Mapping" Agreement dated as of 5/27/1998 between Hudson Waterfront Associates, L.P., et al (Developer) and The City of New York, recorded on 8/31/1998 in Reel 2693 Page 1897.

3. Terms, covenants and conditions set forth in the Declaration of Condominium and By-Laws dated __/__/____ and recorded on __/__/____ under CRFN _____, but policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9B of the Real Property Law.

LandAmerica Commonwealth

File/Policy No. NY052094

STANDARD NEW YORK ENDORSEMENT (OWNER'S POLICY)

The following is added to the insuring provisions on the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents."

othing herein contained shall be construed as extending or changing the effective date of the policy unless otherwise cpressly stated.

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IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the ___ day of _____.

Countersigned

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Janet A. Alpert
President

Attest L. Chadwick Perine
Secretary

By _____
Authorized Officer or Agent

NEW YORK OFFICES

NEW YORK CITY
Two Grand Central Tower
140 East 45th Street
New York, New York 10017
(212) 949-0100

BUFFALO
37 Franklin Street, Suite 100
Buffalo, New York 14202
(716) 853-6800

GARDEN CITY
1399 Franklin Ave. Suite 300
Garden City, New York 11530
(516) 742-7474

NEW CITY
17 Squadron Boulevard, Suite 302
New York, New York 10956
(845) 634-7070

RIVERHEAD
185 Old Country Road
Riverhead, New York 11901
(631) 727-7760

WHITE PLAINS
50 Main Street
White Plains, New York 10606
(914) 949-0002

NATIONAL COMMERCIAL SERVICES
Two Grand Central Tower
140 East 45th Street
New York, New York 10017
(212) 949-0100

Form B 1190-3

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by

Commonwealth Land Title Insurance Company

SPECIMEN

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Commonwealth

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Commonwealth

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EXHIBIT "18"

STORAGE BIN LICENSE

STORAGE BIN LICENSE

AGREEMENT MADE THIS _____ day of _____, 200_ (this "Agreement") by and between the Residential Board of the Rushmore ("Licensor"), having an office at c/o Penmark Realty Corp., 820 Second Avenue, New York, New York 10017 and _____, having an address at 80 Riverside Boulevard, New York, New York 10069 (the "Licensee");

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as the Rushmore (the "Condominium") dated _____, recorded on _____ in Reel __, Page ___ (collectively the "Declaration") for the property having the street address 80 Riverside Boulevard, New York, New York 10069 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Residential Section of the Condominium, including, without limitation the "Storage Bins" located in the Building as such term in more particularly defined and described in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Bin __ (the "Bin") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Bin during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Bin, (c) allow any other person to use the Bin except in accordance with the terms hereof, or (d) deface, damage or alter the Bin, the Building or Licensor's equipment. Licensee shall keep the Bin locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys.

2. The term of this License shall commence on date first set forth above, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Bin, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property

not removed from the Bin at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

3. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Bin, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

4. Neither licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Bin unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Bin at Licensee's own risk, including, without limitation, the possibility that the Bin may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the licensor or its agents be deemed to act as Licensee's bailee.

5. Licensee represents that it has made a thorough inspection of the Bin and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Bin. Licensee shall repair all damage to the Building and the Bin by the moving of its property, furniture or equipment.

6. Licensor shall not provide any services to the Bin, except lighting on the floor in which the Bin is located and elevator service. Licensee shall keep the Bin clean. Licensee shall have access to the Bin only from 9:00 A.M. to 10:00 P.M., seven days a week.

7. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Bin until Licensee cures such default, or (ii) terminate this Agreement by the giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Bin only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Bin. Licensee, its servants, employees, agents, visitors and licensees shall observe

faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

10. Licensor or its agents shall have the right (but not the obligation) to open the Bin in an Emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Bin or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

11. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

12. Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Bin by others than the Permitted Users only with the consent of Licensor.

13. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

RESIDENTIAL BOARD OF MANAGERS OF THE RUSHMORE

By: _____

LICENSEE:

_____

_____

EXHIBIT "19"

ALTERATION AGREEMENT

ALTERATION AGREEMENT

THIS AGREEMENT made as of this _____ day of _____, _____ by and between The Board of Managers of the Rushmore (the "Board") having an address of 80 Riverside Boulevard, New York, New York 10069, CRP/Extell Parcel I, L.P. ("Sponsor"), having an address c/o Extell Development Company, 800 Third Avenue, Fourth Floor, New York, New York 10022 and _____ (the "Unit Owner") having an address of 80 Riverside Boulevard, New York, New York, 10069 (the "Property").

W I T N E S S E T H:

WHEREAS, pursuant to a declaration dated _____ (the "Declaration"), Sponsor submitted the Property to a condominium regime known as the Rushmore (the "Condominium").

WHEREAS, pursuant to the Declaration and the by-laws of the Condominium (the "By-Laws"), Unit Owner has requested permission to install equipment and/or make alterations in Unit ____ (the "Unit") the building situated on the Property (the "Building"); and

WHEREAS, at least until such time as Sponsor obtains the permanent certificate of occupancy for the Building, Sponsor's employees, agents, contractors, subcontractors and suppliers or any of their employees (collectively "Sponsor's Contractors") will be performing work in or delivering material to the Building.

WHEREAS, the Declaration and By-Laws provide that no equipment shall be installed and no alterations shall be made in the Unit without the consent of the Board; and

WHEREAS, Unit Owner desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. **Unit Owner's Submissions**. Together with this Agreement, Unit Owner is delivering to the Sponsor and the Board:

   a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Sponsor and/or the Board, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room by room list of the equipment to be installed and the alterations to be made.

   b. a check in the sum of $_____ payable to the Board for the security deposit required to be posted by Unit Owner as provided for in Section 13 of this Agreement (and/or such alternate form of security as may be required by the Board).

   c. a check in the sum of $_____ payable to Penmark Realty Corp., managing agent for the Building (the "Managing Agent"), as a processing fee in connection with this Agreement.

2. **Review of Plans, Drawings and Specification**. The plans, drawings and specifications submitted by Unit Owner shall be subject to review and approval by Sponsor and/or the Board, in their sole discretion, and may be subject to review and approval by Sponsor's and/or the Board's architect or engineer (collectively the "Designated Engineer") in the sole discretion of Sponsor or the Board, and Unit Owner shall make such changes in and to such plans, drawings and specifications as Sponsor, the Board or the Designated Engineer shall require in order to obtain such approval, including, without limitation, such changes as may be required to minimize noise or vibrations to surrounding portions of the Building. The term "Plans" as used in this Agreement shall refer to the plans, drawings and specifications as approved in writing by the Sponsor and/or the Board and the Designated Engineer and the term "Work" shall refer to the work called for by the Plans or any other work performed by or on behalf of Unit Owner. After approval by the Sponsor and/or Board and the Designated Engineer, the Plans shall not be modified without the approval of the Sponsor and/or the Board and the Designated Engineer. Notwithstanding any approval of the Plans by the Sponsor and/or Board or the Designated Engineer, Unit Owner shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes.

The execution of this Agreement by the Sponsor and the Board does not constitute consent to the work called for by the plans, drawings and specifications submitted by Unit Owner, and the Sponsor and the Board retains all of its rights under this Agreement and the By-Laws to withhold consent. Only written approval of such plans, drawings and specifications as provided for above shall constitute the Sponsor's and Board's consent to the Work called for by the Plans, and any such consent shall be subject to the terms of this Agreement.

3. **Pre-Conditions to Commencement of Work by Unit Owner**. Unit Owner shall not commence the Work unless and until all of the following has occurred:

a. The Sponsor and the Board and the Designated Engineer, as same may be required, shall have approved in writing the plans, drawings and specifications submitted by Unit Owner, and Unit Owner shall have received a copy of such approvals.

b. Unit Owner shall have submitted to Sponsor and the Board (i) a designation of the general contractor or construction manager (collectively the "General Contractor") which will be principally responsible for the Work, which designation shall authorize the General Contractor to submit the information more particularly described on the letter annexed hereto as set forth on Exhibit A annexed hereto (the Contractor's Instructions"), (ii) complete copies of all agreements entered into with the General Contractor and all other such contractors, subcontractors and suppliers pertaining to the Work (collectively the "Subcontractors"), (iii) other than the communications required to be made by the General Contractor in accordance with the terms of the Contractor's Instructions, the name of the party solely authorized to communicate with Sponsor, the Board and the Managing Agent (the "Owner's Representative") (e.g. Owner, General

Contractor, Owner's architect) and (iv) telephone numbers for the Owner, the General Contractor and the Owner's Representative, if different from the foregoing. Prior to the commencement of the work, the General Contractor and the Subcontractors shall have been approved in writing by the Board. Notwithstanding the foregoing (i) prior to the issuance of a permanent certificate of occupancy for the Building, Sponsor may require that Work relating to the structural electrical, mechanical, plumbing, sprinkler or HVAC systems of the Building (collectively the "Building Systems") be performed by contractors designated by Sponsor. After the issuance of a permanent certificate of occupancy for the Building, the Board may require that Work relating to the Building Systems be performed by contractors designated by the Board.

c. Unit Owner shall have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work (collectively the "Governmental Authorities") including, but not limited to, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and Unit Owner shall have furnished copies of all such filings, permits, approvals, licenses and consents to Sponsor and to the Board. The determination of the Designated Engineer as to the need for any such filing, permit, approval, license or consent shall be conclusive. As a prerequisite to its approval of the Plans and Specifications, Sponsor and/or the Board may require Unit Owner to furnish a letter from Unit Owner's licensed architect or engineer, certifying that the electrical loads required as a result of the Work, will not adversely affect the Building's electrical service and certifying to such other matters as Sponsor and the Board may require. Sponsor may require that Unit Owner utilize a filing representative or expediter designated by Sponsor to file the Plans and Specifications with the Governmental Authorities.

d. Unit Owner shall have caused each of its contractors to furnish to the Board the insurance policies described on Exhibit B attached hereto or certificates thereof. Such policies (i) shall name the Condominium, the Board, the Board's officers and directors, the Designated Engineer, the Managing Agent, Sponsor and the other Unit Owners, as parties insured, (ii) shall be issued by companies reasonably acceptable to the Board and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days prior written notice to the Board. Unit Owner shall cause all such insurance policies to be kept in full force and effect until the completion of the Work. In the event that such insurance lapses prior to the completion of the Work, Sponsor and/or the Board will have the right to suspend the Work until Sponsor and/or the Board receives evidence of appropriate insurance and approves such insurance. Sponsor and/or the Board reserves the right to revise the parameters and scope of the insurance requirements from time to time. Unit Owner and the General Contractor shall be advised, writing, of any such changes.

e. If requested, the Unit Owner's architect or engineer shall have provided to the Board evidence of professional liability insurance in amounts reasonably acceptable to the Board.

f. The Unit Owner's architect or engineer shall have prepared and submitted to the Sponsor and the Board a schedule of all Work to be performed by the General Contract and each Subcontractor, setting forth the number of weeks and days of the various trades, the anticipated number of workmen involved and affirming that the work can be completed within the time allotted under Paragraph 5d hereof.

g. The General Contractor will be required to attend a start-up meeting approximately two (2) weeks prior to the commencement of the Work. At this meeting the General Contractor will be introduced to Sponsor and other members of the project team. The agenda for the meeting will include a review of the requirements of this Agreement and the General Contractor's construction plan as well as collection of payment to Sponsor of any charges or deposits due hereunder.

4. **Unit Owner to Give Notice Prior to Commencement of Work**. Prior to commencing the Work, the Owner's Representative shall give at least five (5) days' prior written notice to the Designated Engineer, the superintendent of the Building and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work.

5. **Performance of the Work**.

a. **In General**. Unit Owner shall perform the Work strictly in accordance with the Plans in a first-class, workmanlike manner in keeping with the standards of the Building and shall not perform any Work not called for by the Plans. All materials shall be new and of high quality. In performing the Work, Unit Owner shall comply with (i) all applicable laws and codes, (ii) the requirements of all insurance policies covering the Work, the Unit or the Building, (iii) this Agreement, (iv) the By-Laws, (v) the Rules and Regulations of the Condominium, (vi) the requirements of Sponsor and the Board and (vii) any directions given by the Managing Agent, the Designated Engineer or the superintendent of the Building. The Work will not compromise the energy efficiency or increase the energy consumption of the Building, change the number of zoning rooms located within the Unit or materially delay the issuance of a permanent Certificate of Occupancy for the Building without the consent of Sponsor prior to the issuance of the permanent Certificate of Occupancy or the consent of the Board, after the issuance of the permanent Certificate of Occupancy.

b. **Work Hours and Noise**. Unit Owner shall perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of ___ a.m. and ____ p.m.; provided however, that any noisy work which

may disturb other residents shall not be performed before ___ a.m. The Work shall not be performed on weekends or holidays. Sponsor until there are no remaining Unsold Units, and thereafter the Board, shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

c. **Licensing and Labor Harmony**. The General Contractor and the Subcontractors, if any, shall be duly licensed to the extent required by applicable law and Unit Owner shall cause its General Contractor and the Subcontractors, to employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. Unit Owner, the General Contractor and the Subcontractors, expressly acknowledge that Sponsor's contractors and subcontractors will be engaged at the Property to finish construction of the Building (other than the Unit) (the "Sponsor's Work") and Unit Owner, the General Contractor and the Subcontractors agree (i) that they the Sponsor's Work shall have priority over the Work and (ii) Unit Owner, the General Contractor and the Subcontractors must coordinate the Work with Sponsor so that no disruption of the Sponsor Work occurs. In the event such disruption occurs, Sponsor reserves the right to immediately close Unit Owner's job site. During all periods of construction, the General Contractor shall conduct or cause to be conducted all labor practices and relations with employees and subcontractors in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Building. The General Contractor further agrees that if during the period of construction any of its employees or employees of its subcontractors strike, or if picket lines or boycotts or other visible activities objectionable to Sponsor are conducted or carried out by or against Sponsor, its contractors or subcontractors or any of their respective employees, on or about the Building or otherwise involving Sponsor, the General Contractor shall (or Sponsor may, but shall not be obligated so to do) immediately close Unit Owner's job site and remove or cause to be removed all personnel therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Sponsor's satisfaction.

d. **Required Completion Date**. Unit Owner shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the date (the "Required Completion Date") which is ___ days (excluding weekends and holidays) after the commencement of the Work. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, Unit Owner shall pay to the Board, as liquidated damages on account of late completion, the sum of $____ per day (excluding weekends and holidays) until the Work is completed. The determination of whether the Work is completed shall be made by the Sponsor until such time as there are no longer any Unsold Units and thereafter by the Board, and such determination shall be conclusive. The work shall diligently proceed to completion in compliance with all plans and specifications and in conformity with all permits and licenses of any governmental authority. All time limitations set forth in this paragraph shall be subject to extension for delays caused by or attributable to acts of God, unusual weather conditions or strikes not

attributable to Unit Owner or Unit Owner's General Contractor or Subcontractors or other agents bad faith, no to exceed forty-five (45) calendar days. Notwithstanding the foregoing, if, within six (6) months prior to the expiration of the temporary Certificate of Occupancy, the Board or Sponsor, in their sole discretion, determines that the progression of the Work is such that there is a potential to delay or otherwise hinder the issuance of the permanent Certificate of Occupancy for the Building, the Board or Sponsor, as the case may be, undertake to perform, a Unit Owner's sole cost and expense, those items of work necessary to be completed for the issuance of the permanent Certificate of Occupancy.

e. **Evidence of Completion**. Upon completion of the Work, Unit Owner shall obtain and deliver to Sponsor and the Board (i) a certificate from the architect or engineer who prepared the Plans certifying that the Work has been completed in accordance with all applicable laws and codes and the Plans, and (ii) all required final governmental signoffs and approvals, including if Sponsor or the Board shall require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters. The determination of the Sponsor, until such time as there are no longer any Unsold Units and thereafter the Board, as to whether the Work has been completed and/or the need for an amended certificate of occupancy and/or any other applicable governmental signoffs and approvals shall be conclusive.

f. **Security Personnel**. The Board shall have the right, at the sole cost and expense of the Unit Owner, to install or engage or require the Unit Owner to install or engage, security systems or personnel to ensure the safety and well being of persons and property in the Condominium.

g. **"As-Built" Drawings**. Upon completion of the Work, the Unit Owner shall provide the Board with an "as-built" set of drawings for the Unit.

h. **Confidentiality**. Any and all knowledge, information, data, materials, trade secrets and work product regarding the Building, obtained, produced, generated or otherwise acquired by Unit Owner or the General Contractor or their agents, employees and Subcontractors shall be confidential.

6. **Inspection and Correction of the Work**. Sponsor and the Board shall have the right from time to time to inspect or observe the Work and to ensure compliance with the terms of this Agreement, and for this purpose Unit Owner shall provide access to the Unit to Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person Sponsor or the Board may authorize. The General Contractor shall be required to conduct a walkthrough with Sponsor and/or the Board for the purpose of observing the construction of the demising wall and perimeter wall assemblies. After the installation of all framing, insulation and vapor barriers General Contractor shall notify Sponsor and the Board and schedule a walkthrough to observe such portion of the Work. The General Contractor may not proceed with installation of gypsum board until written approval of Sponsor and the Board is received. Unit Owner shall promptly make all corrections required by Sponsor or the Board in order to conform to the Plans and the other requirements of this Agreement. If Sponsor or the Board so requires, such

corrections shall include the removal and replacement of non-conforming work. Sponsor's or the Board's failure to inspect shall not be considered a waiver of Unit Owner's obligation to comply with this Agreement. If Unit Owner or the General Contractor observes or otherwise becomes aware that the Work or any of their contract documents are at variance with each other or applicable laws, statutes, ordinances, building codes and regulations in any respect or otherwise are inconsistent, the General Contractor shall promptly notify Sponsor and the Board. If, in the sole judgment of Sponsor or the Board, an Emergency exists with respect to the Work, which in Sponsor's or Board's opinion requires immediate corrective action, then Sponsor may, without notice to Unit Owner's Contractor, perform such corrective work or cause it to be performed by others. In such case, any costs (including general conditions and fees) arising from such corrective work will be borne by Unit Owner and/or General Contractor.

7. **Damage or Adverse Effect Caused by the Work**. Unit Owner shall be responsible for any damage to or any other adverse effect upon the Unit or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, Sponsor and/or the Board may (a) require Unit Owner, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at Unit Owner's expense.

Unit Owner acknowledges that the performance of the Work shall in no event cause any environmental hazards in the Units or the Common Elements (including, without limitation, any environmental hazards such as mold or other bacterial contamination) and that the Unit Owner is obligated at all times (both during and after the performance of the Work) to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

Without limiting the generality of the foregoing, Unit Owner specifically acknowledges that this Section 7 shall be applicable to any damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged).

If the Managing Agent advises Unit Owner of any damage which, in the Managing Agent's opinion, was caused by the Work, Unit Owner shall promptly submit a claim to Unit Owner's insurance carrier and to Unit Owner's contractor for submission to its insurance carrier, and Unit Owner agrees to use all reasonable efforts, and to cause its contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this paragraph shall not limit Unit Owner's liability under this Section 7.

8. **Indemnification and Release by Unit Owner**. Unit Owner shall indemnify and hold harmless Sponsor and Sponsor's principals, employees, agents, the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, the Managing Agent, and the other Unit Owners and residents of the Building (the "Indemnified Persons") against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of Unit Owner, the General Contractor or any Subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon. Unit Owner releases the Board, the Sponsor, the Managing Agent and the agents and employees of the foregoing from any from any liability for damage to the portions of the Unit affected by the Work. Notwithstanding anything to the contrary contained in the By-Laws, the Unit Owner accepts sole responsibility for the work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Unit affected by the Work, and acknowledges that such responsibility shall pass to the Unit Owner's successor-in-interest in the Unit. Unit Owner shall also be responsible to deliver to the Board a written agreement in the form of Exhibit C hereto in which Unit Owner's General Contractors agree that they will not make claims for damage within the perils of the insurance referred to in this Agreement and will defend, indemnify and hold harmless the Board, the Board's officers, directors, Sponsor, unit owners, agents, partners, servants, employees, tenants, guests, licensees, invitees and their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners (collectively, the "Indemnitees"), against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Work unless such injury or loss of life or loss or damage to property was caused by the willful misconduct or gross negligence of the Indemnitee.

Unit Owner hereby acknowledges that it is a condition of this Agreement that no Work may be performed by, or on behalf of Unit Owner until Sponsor, in its sole discretion, determines that the commencement of the Work will not interfere with Sponsor's Work and Sponsor notifies Unit Owner of said determination in writing. At Closing, Unit Owner has accepted the Unit from Sponsor in its "as is" condition. Upon commencement of the Work, Unit Owner releases Sponsor and the Board from any and all obligation to perform any additional work in the Unit, including, without limitation, weather tightness of windows, exterior walls or roofs, and work of a "punch list" nature. In furtherance thereof, Unit Owner expressly agrees to release and forever discharge Sponsor and its successor and/or assigns and the Board, from all manner of actions, causes of action, suits, debts, dues, sums of money, damages, claims and demands whatsoever in law or equity, which Unit Owner, its successors and assigns ever had, now have, or may have, now or hereafter upon or by reason of any matter arising from or out of the Work to the Unit.

9. **Unit Owner to Bear All Costs Associated with Work**. Unit Owner shall be responsible for all costs incurred by Unit Owner, Sponsor or the Board in connection with the Work or this Agreement, including, without limitation, the fees and disbursements of any attorney, architect, engineer, consultant or security personnel retained by the Board, the

Sponsor or the Unit Owner in connection with the Work or this Agreement. Without limiting the generality of the foregoing, Unit Owner specifically agrees to reimburse Sponsor and/or the Board for all charges of the Designated Engineer for the review of the plans, drawings and specifications submitted for inspection of the Work or otherwise related to the Work or this Agreement. Waivers of the right to lien or otherwise encumber the Building shall be obtained from the General Contractor and all Subcontractors. However, if for any reason whatsoever, any lien is filed for work done, or material alleged to have been furnished in connection with the Work, Unit Owner shall at its sole expense cause such lien to be bonded or otherwise discharged within twenty (20) days after learning of the existence of such lien. If Unit Owner fails to do so or otherwise defaults hereunder, the Board may pay or bond such lien and otherwise exercise all rights and remedies reserved to it in this Agreement and the By-laws as and for a default thereunder.

10. **Additional Requirements**.

a. **No Change in Building Heating or Air-Conditioning**. Unit Owner recognizes that there will be no change in the operation of the Building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units which Unit Owner may be installing other than stoppages approved by Sponsor or the Board in order to facilitate and enable Unit Owner to hook-up to the Building's heating and air conditioning systems and or sprinkler system. The General Contractor shall submit to Sponsor a plan and anticipated schedule of any required shut downs, drain downs, etc., of the Building's existing systems prior to the commencement of their work. Failure to submit this plan shall cause the General Contractor to be accountable for all extra costs associated with delays to reschedule shut downs, drain downs, etc., should they occur.

No utility interruption will be permitted without written approval from Sponsor and/or the Board. General Contractor is required to give Sponsor and/or the Board at least seventy-two (72) hours notice before any Building or utility service interruption which affects occupied and unoccupied areas. Each request for such interruption will indicate estimated downtime.

Sponsor and or the Board will schedule the appropriate personnel to perform all drain downs and recharging of building systems. The cost of all services provided by the appropriate personnel shall be paid in advance to Sponsor prior to the commencement of any work. The minimum charge for each and every drain down and recharge will be $500.00.

b. **Prohibited Construction Methods**. Unit Owner shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system, sprinkler system or any other Building system or service. Unit Owner shall not penetrate any exterior Building wall, attach fasteners in any manner or the exterior building facade or use any pneumatic or power tool such as hammers or other tools which cause excessive vibrations, except with the consent of Sponsor

or the Board. Flammable materials are not to be stored within the Building. They must be used and removed the same day.

c. **Accessibility of Valves**. Unit Owner shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then Sponsor or the Board may (i) require Unit Owner, at its expense, promptly to remove such enclosure and/or (ii) remove such enclosure at Unit Owner's expense.

d. **Use of Public and Common Areas During Work**. Unit Owner shall not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. Electrical and other utility receptacles in the Common Areas may not be utilized to perform any work or power any equipment employed in connection with the Work. Unit Owner shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas. Only the service elevators may be utilized by for the delivery of materials or supplies.

e. **Parking**. Parking in front of the Building or in its driveways is strictly prohibited. General Contractor must enter the Building through the designated construction entrance only. No other means of entry shall be permitted. The General Contractor will be expected to check in at the location to be designated by Sponsor or the Board and obtain the required authorization to enter the Building in compliance with the procedures and requirements of Sponsor and the Board. In the event that employees, agents or Subcontractors of General Contractor are in the Building without proper authorization, such individuals will be asked to leave.

f. **Safety Precautions**. Unit Owner shall maintain functioning fire extinguishers and smoke alarms in the Unit throughout the prosecution of the Work. Unit Owner shall insure that the Work does not block access to any fire exits in the Building. Unit Owner shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and if a child 10 years old or under lives in the Unit. Unit Owner shall install window guards pursuant to Section 131.15 of the New York City Health Code.

Hard hats must be worn by all construction personnel at all times. Only work shoes or shoes with leather soles will be permitted in the Building. No personnel wearing gym shoes or soft rubber shoes will be allowed into the Building.

The General Contractor shall abide by all other written safety policies or directives established by Sponsor or the Board. The General Contractor is required to establish a written safety program for its operations, as well as the operations of any of its Subcontractors. Such safety program shall be available at

the job site for inspection by Sponsor and the Board. Any accidents or injuries that occur on the construction site, no matter how minor, must be reported to Sponsor and the Board within twenty four (24) hours of the occurrence. If an accident or injury occurs due to the existence of a dangerous condition, the General Contractor shall take immediate steps to secure the area in order to protect others from further injury.

g. **Unit Owner to Control Refuse, Dirt, Dust**. Unit Owner shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Unit. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Unit and taken out of the Building at Unit Owner's expense and removal of trash containers shall be scheduled for after 3:30 p.m. unless otherwise directed by the Board, but in no event shall such removal interfere with regularly scheduled building operations. Unit Owner acknowledges and agrees that the trash chute may not be used for such removal and recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Unit Owner shall not permit any dumpster or garbage container to be left outside of the Unit without the written consent of Sponsor or the Board. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that Sponsor determines that it is reasonably necessary, Sponsor shall have the option to coordinate and perform trash removal from a central location on individual floors and, in that event, General Contractor will be responsible for its share of the cost thereof, which shall be billed on a regular basis.

h. **Installations by Unit Owner**. Unit Owner agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by Sponsor or the Board for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of Unit Owner.

i. **Deliveries to the Property**. Under no circumstances will deliveries be allowed to the Building unless General Contractor has secured the prior written consent of the Sponsor, or the Board, at such time as Sponsor has secured a permanent certificate of occupancy for the Building. In addition, all materials must be delivered to the area of the Building as designated by the Board to the Unit Owner.

The General Contractor must be at the Property at the scheduled time of delivery. The delivery vehicle will be allowed to remain at the Property for the time allotted by the prior written consent. No materials will be accepted or unloaded by any person other then those associated with the General Contractor. Under no circumstances can materials be stored for any length of time at the Property. Delivery vehicles will not be allowed at any time to park, stand, stage, load or unload on any of the streets or alleys adjoining the Building.

If the General Contractor fails to appear at the Property and/or completely unload the delivery within the allotted time, the delivery truck driver will be instructed to leave the Property and the General Contractor will be responsible for any re-delivery charges. Sponsor reserves the right to amend and revise the delivery procedures at any time and from time to time.

j. **Use of Elevators**. The access to and use of the elevator for the delivery of supplies and materials must be requested no less than forty-eight (48) hours in advance of the time that such access and use is required. The request must indicate the period of time that the elevators will be "booked." Unit Owner will be responsible for all costs associated with the operation of the elevator and/or hoisting charges for the period requested. The allocation of elevator "time" shall be made by the Managing Agent, in its discretion, subject to the availability of elevators, but in no event shall such access and use interfere with regularly scheduled building operations.

k. **On-Site Supervision**. The General Contractor- shall maintain supervisory personnel on-site at all times when the General Contractor has work in progress on-site. Such personnel shall be (i) fully empowered to coordinate and direct the work of its forces and subcontractors, (ii) trained as safety officers and (iii) in numbers sufficient to properly supervise all work.

l. **Adjacent Premises**. The Board may require that Unit Owner give not less than fourteen (14) days' written notice, setting forth the date the Unit Owner plans to commence the Work and the duration of the Work, to residents in the Units that are adjacent to, above and below the Unit (the "Adjacent Premises") in the form of Exhibit "D" hereto, a copy of which shall be delivered to the Managing Agent or such other form then adopted by the Board,.

11. **Unit Owner to Comply with Laws, etc**. Unit Owner shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Unit Owner or for Unit Owner's benefit. Unit Owner shall comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

12. **Maintenance and Repair of the Work**. Notwithstanding anything to the contrary contained in the By-Laws, Unit Owner shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Unit affected by the Work, and for all costs incurred by Sponsor or the Board or Unit Owner in connection therewith. Furthermore, Unit Owner releases the Board, the Managing Agent, Sponsor, Sponsor's agents and employees and the Board's agents and employees from any liability for damage to the Work or any portion of the Unit affected by the Work however arising.

13. **Unit Owner's Security Deposit**. As security for the faithful performance and observance by Unit Owner of the terms and conditions of this Agreement, Unit Owner has deposited the sum indicated in Section l(b) with the Board and/or provided payment

and performance bonds and maintenance bonds in an amount established by the Board. Unit Owner agrees that the Board may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Board under this Agreement as determined in the discretion of the Board. If the deposit is diminished by one-half of the original amount, Unit Owner shall replenish it to the full amount within (3) days after written demand. Unit Owner's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle Sponsor or the Board to stop the Work, and/or exercise any remedies it has hereunder. If Unit Owner shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Unit Owner after completion of the Work. The Board's release of the security deposit shall not constitute acceptance of the Work by Sponsor or the Board or a waiver of any of Sponsor or the Board's rights under this Agreement. Any sums due to the Board under this Agreement and not recovered by application of the security deposit shall be deemed obligations chargeable and collectable as additional common charges to Unit due by Unit Owner to the Board pursuant to the By-Laws.

14. **Security; Construction Locks**. It shall be the General Contractor's responsibility to safeguard its own materials, tools and equipment at all times and to bear the risk of loss and/or damage thereto, and General Contractor hereby waives any claims against any property damage insurance coverage of the Building, Sponsor or the Board. Construction locks will be required and must be provided by the General Contractor. One key to the Unit must be provided to Sponsor and /or the Board for access to the Unit.

15. **Miscellaneous**. This Agreement represents the only agreements between Sponsor, the Board and Unit Owner relative to the subject matter hereto. Sponsor and the Board reserve the right to update and amend the requirements governing the Work from time to time. Any changes will be provided to Unit Owner and General Contractor and General Contractor will be required to acknowledge receipt of such update(s). This Agreement may not be changed orally. None of Sponsor, the Board, Manager or Managing Agent or any of their principals, agents, employees, contractors or subcontractors, will be responsible for failure or inefficient performance of Building Services to the Unit resulting from the Work. Unit Owner acknowledges that it has not relied upon any representations, warranties, architect's plans or statements of any nature whatsoever, whether written or oral, made by Sponsor, Sponsor's selling agent, the Managing Agent, or otherwise, including, without limitation, any representations, warranties, architect's plans, statements or estimates relating to the cost, feasibility, safety or compliance with all legal requirements pertaining to the Work, it being understood that approval of the Plans by Sponsor or the Board is not an express or implied warranty as to any such matter. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. SPONSOR, THE BOARD, UNIT OWNER AND GENERAL CONTRACTOR WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.

16. **Notices, Assignment**. Any notice, request, consent or other communication hereunder shall begin in writing and sent by registered mail or certified mail, to Unit Owner at the address given at the beginning of this Agreement and to Sponsor and Board at the respective address given at the beginning of this Agreement, with a copy, in each case to Stroock & Stroock & Lavan LLP, 180 Maiden Lane New York, New York 10038, Attn: Michel Evanusa, Esq., or to such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. If, at any time, Unit Owner shall require the consent or approval of Sponsor or the Board to any proposed action hereunder, Unit Owner shall make a written request therefor, requesting such consent or approval. In no event whatsoever may Unit Owner rely on any consents, approvals, communications, statements or notices given by any person (including, without limitation, the Managing Agent or the superintendent of the Building or any representative of either) who is not a member of Sponsor, or the Board or which are not in writing. This Agreement may not be assigned by Unit Owner.

17. **Amendment to Condominium Documents.** If the Work involves the combination or subdivision of a Unit or Units, upon completion of the Work and upon receipt of all applicable certifications and approvals, the Board agrees to amend the Declaration of the Condominium ("Declaration") and the Condominium Floor Plans ("Floor Plans") to reflect the modifications to the Unit. Unit Owner agrees to provide the Board with all information and execute all documentation required to amend the aforesaid documents and to pay all costs incurred by the Board or otherwise associated with the amendment of the Declaration and Floor Plans.

18 **Assumption by Purchaser**. The Unit Owner (a) shall advise the person or persons to whom it transfers the Unit ("Purchaser") of the Work undertaken by the Unit Owner pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Condominium Board an agreement substantially in the form of Exhibit C hereto pursuant to which the Purchaser shall assume all of the obligations of Unit Owner under this Agreement, including the obligation under this Section with respect to any transfer of the Unit by the Purchaser.

The Unit Owner hereby waives any claim against the Condominium Board on account of (a) the Condominium Board advising a potential Purchaser of the provisions of this Agreement, including this Section and/or (b) refusing to accept the sales package with respect to its waiver of its right of first refusal unless and until such potential Purchaser shall execute and deliver to the Condominium Board an agreement in the form of Exhibit C hereto.

19. **Unit Owner's Breach and Board's and Sponsor's Remedies**. Any breach by Unit Owner of any of the provisions of this Agreement shall constitute a breach of the Declaration and By-Laws and shall entitle the Board to exercise all of the rights and remedies therein provided. In addition, the Board shall also have the right (a) to suspend the Work and prevent workers from entering the Unit for any purpose other than to

remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to complete or remove all or any part of such Work and restore the Unit to its condition prior to the commencement of the Work at Unit Owner's sole cost and expense, and/or (d) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the By-Laws shall not be exclusive and the Board shall also be entitled to exercise any of the remedies provided by applicable law.

The Board and Unit Owner acknowledge that Sponsor is the Sponsor of the offering plan for the Property, pursuant to which Sponsor has certain obligations to complete the Building and that a breach by Unit Owner of any of the provisions of this Agreement could adversely affect Sponsor's ability to perform its obligations. Accordingly the Board hereby assigns to Sponsor all of the rights of the Board pursuant to the Declaration and the By-Laws as may asserted with respect to the Work and this Agreement until such time as Sponsor has obtained a permanent certificate of occupancy for the Building. Until such time as Sponsor has obtained a permanent certificate of occupancy for the Building, the Board shall not consent to any request hereunder which would have the effect of delaying or interfering with or increasing the cost to perform the Sponsor's Work.

Notwithstanding anything to the contrary set forth herein, to the extent notices or documents are required to be delivered to Sponsor or the consent or approval of Sponsor is required hereunder, such delivery, consent or approval shall not be required after such time as Sponsor no longer owns any Unsold Units in the Building. Sponsor, in its sole discretion, may waive its right, in writing, to receive notices or give approvals or consents hereunder.

IN WITNESS WHEREOF, Unit Owner, Sponsor and the Board have executed this Agreement.

THE BOARD OF MANAGERS
OF THE RUSHMORE

By: _____
Name:
Title:

_____
UNIT OWNER

CRP/EXTELL PARCEL I, L.P.
By: CRP/Extell Parcel I GP, L.L.C,
its general partner

By: _____
Name:
Title:

EXHIBIT A

Date

The Board of Managers
Rushmore
c/o _____
_____
New York, New York _____

Re: Unit ___ (the "Unit")
_____ (the "Unit Owner")
Rushmore (the "Condominium")
80 Riverside Boulevard
New York, New York 10069 (the "Property")

Gentlemen:

The undersigned acknowledges being the general contractor for the Work to be performed in the referenced Unit ("Contractor") pursuant to the Plans, as such terms are defined in the alteration agreement (the "Alteration Agreement") entered into between The Board of Managers of the Condominium (the "Board"), the above referenced Unit Owner and CRP/Extell Parcel I, L.P. ("Sponsor") Contractor acknowledges that it has received a copy of the Alteration Agreement (including. without limitation, the Contractor's Instructions annexed thereto), the Declaration, By-Laws and rules and regulations of the Condominium (collectively the "Requirements") and has reviewed the Requirements, understands them and will in all cases abide by all of the terms, conditions and requirements contained herein while completing the Work at the Building on behalf of Unit Owner. Contractor will be responsible for conveying these Requirements to any of its employees, suppliers and subcontractors who will be bound by these Requirements. Contractor will incorporate by reference the terms hereof into any contract or agreement with any Subcontractor employed by or retained by Contractor in connection with the Work and will deliver copies of all such subcontracts to the Board and/or Sponsor upon request. In all cases, Contractor will be solely responsible for the compliance by its employees, suppliers and subcontractors with the Requirements.

Contractor agrees that it will not make any claim against, or seek to recover against the Board, the Board's officers, directors, Sponsor, other unit owners, servants, agents, partners, guests, licensees, invitees, tenants or employees or any of their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners of the foregoing (collectively, the "Indemnitees") for any damage to persons or property by the perils within the scope of the policies described in the Alteration Agreement, unless the loss or damage is due to the gross negligence or willful misconduct of the Indemnitees. Contractor further agrees to defend, indemnify and hold harmless the Indemnitees against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in anyway relating to the performance of the Work, unless such injury or loss of life or loss or damage to property is caused by the gross negligence or willful misconduct of the Indemnitees.

Contractor agrees:

(A) Contractor will, prior to the commencement of the Work, shall have submitted to the Board a list containing the names of all contractors, subcontractors and suppliers (collectively the "Subcontractors') which will be performing the Work or providing materials and supplies with respect thereto. Such list (the "Subcontractor's List") must be updated within forty-eight hours after any additional Subcontractors are engaged or retained. The General Contractor must submit notification to the Managing Agent (each a "Notice") containing the name of any Subcontractor requiring access to the Property in furtherance of the Work, no less than forty-eight (48) hours in advance of the time that such access is required. The Notice shall include (a) the list of the individuals employed by the Subcontractor (the "Subcontractor's Employees") and (b) the period of time that the Subcontractor seeks to "book" the elevators to bring the Subcontractor's Employees and materials and supplies to the Unit. No Subcontractor will be permitted access to the Building unless the name of such Subcontractor is on the Subcontractor's list and a copy of the subcontract for such Subcontractor has been provided to the Board. The General Contractor acknowledges that the allocation of elevator "time" shall be made by the Managing Agent, in its discretion, subject to the availability of elevators.

(B) Each Subcontractor's Employee identified in the Notice will be given an access pass. Such pass must be worn by the Subcontractor's Employees whenever they are in the Building and must be returned at the end of each work day. All persons gaining access to the work site must wear hard hats and such other safety gear as may be required by Sponsor or the Board.

(C) The party to whom communications are required to be made hereunder and under the Alteration Agreement, including, without limitation, the submission of the Subcontractor's List and the Notices is _____. The Managing Agent reserves the right to change the aforementioned individual upon written notice to the General Contractor and Unit Owner.

Any terms not otherwise defined in this letter will have the meaning ascribed thereto in the Alteration Agreement. By execution of this letter below, the General Contractor hereby acknowledges and agrees to the foregoing and agrees to comply with those provisions of the Alteration Agreement which are the obligation of the General Contractor to perform.

[GENERAL CONTRACTOR]

By: _____
Name:
Title:

EXHIBIT B

Each of Unit Owner's contractors shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Board, licensed to do business in the State of New York, and all such policies shall name the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, Sponsor and the Managing Agent as additional named insureds. No diminution of limits of insurance will be permitted.

(i) **WORKER'S COMPENSATION** as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.

(ii) **COMMERCIAL GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B(l) is to be deleted). The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Board's consent.

$1,000,000 BODILY INJURY & PROPERTY DAMAGE[1]* (combined single limit)

(iii) **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

[1] Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

(iv) **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

$3,000,000 COMBINED[2]*
(combined single limit)

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Board showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Board. The Contractor shall promptly furnish the Board with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Board shall have the right, at its option, at any time:

(a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or

(b) to take out and maintain the said insurance for and in the name of the Board, the Contractor or Unit Owner and, in such a case, Unit Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Board to take out and maintain such insurance for and in the name of the Board, the Contractor or Unit Owner.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve Unit Owner from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

> This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.
>
> Nothing in this Exhibit B shall constitute a waiver of or limitation of any other rights or remedies the Board may have for consequential damages or otherwise.

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2 Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

EXHIBIT C

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of Unit ____ in the building known as the Rushmore and located at 80 Riverside Boulevard, New York, New York 10069; and

WHEREAS, a prior owner of the Unit and the Condominium Board entered into an Alteration Agreement dated _____, ____ ("Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and (2) authorizes the Condominium Board not to accept the sales package in connection with its waiver of its right of first refusal unless and until such person assumes the obligations of the Unit Owner under the Agreement,

NOW, THEREFORE, in order to induce the Condominium Board to accept the sales package and waive its right of first refusal, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Unit Owner thereunder (including the provisions of Section 18 thereof pertain to future transfers).

Henceforth, the term "Unit Owner" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the By-Laws of the Condominium. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, New York
Date: _____

_____

_____

State of New York }
} ss.:
County of New York }

On this _____ day of _____, _____ before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

_____
Notary Public

EXHIBIT D

TO: [Addressed to the Unit Owners
or residents of the units
adjacent to, above and below,
the Unit Owner's unit]

DEAR _____:

In accordance with the Alteration Agreement between me and the Board of Managers (the "Board") of the _____ (the "Condominium") covering the alterations to be performed in unit ___, you are advised as follows:

1. Alterations will be performed in unit ___ commencing on or about _____. The alteration agreement with the Board permits me an aggregate of ___ days to complete the alterations.

2. I hereby agree to indemnify you for any damage whatsoever to your unit caused by the alterations performed in my apartment as determined by the Condominium's architect. I agree to pay the reasonable cost of repair of such damage. At your option, such repair may be performed, at my expense, by contractors of your choice or by my contractors.

3. In order to take advantage of the foregoing indemnification, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at _____ to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

_____
Unit Owner

Unit No.:_____

Date: _____

EXHIBIT "20"

LIEN LAW §71-a(3)

3. (a) The initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential condominium unit or any structure designed solely for residential occupancy of not more than two families living separately, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depositary where the funds have been placed within ten business days after such deposit has been made.

(b) In lieu of making the deposit of such moneys in an escrow account as provided in paragraph (a) of this subdivision, the recipient may post with the vendee a bond or contract of indemnity, issued by a surety company licensed to execute such an instrument in this state, guaranteeing the return of the moneys which otherwise would be required to be deposited in such escrow account, in which case the recipient shall not be required to deposit such money in an escrow account. Said bond or contract of indemnity shall be delivered to the vendee within ten business days after receipt of the initial advance.

(c) At any time after making the deposit of such moneys in the escrow account, the recipient may post with the vendee a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in this state guaranteeing the return of such moneys, in which case the recipient shall not be required to maintain the deposit of such moneys in such account.

(d) Such advance shall be retained in the escrow account or such bond or contract of indemnity continued in effect until the trust is terminated (i) by the recipient's performance of the terms of the contract of sale, or (ii) by default of the vendee excusing the recipient's performance of the terms of the contract of sale, or (iii) by release or discharge of the recipient's liability to refund such advance to the vendee, or (iv) upon transfer of title of the real property to the vendee.

(e) Every contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of a residential condominium unit or a structure designed solely for the residential occupancy by not more than two families living apart, shall contain a statement advising the vendee of the provisions of this subdivision. Such statement shall be printed in bold type which is at least two points larger than any other printing contained thereon and shall read as follows:

> "YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

EXHIBIT "21"

RIVERSIDE SOUTH PROPERTY OWNERS DECLARATION

REEL 2554 PG 0552

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") dated as of August 26, 1997 by and among Hudson Waterfront Associates I, L.P., a Delaware limited partnership, ("HWI"), Hudson Waterfront Associates II, L.P., a Delaware limited partnership ("HWII"), Hudson Waterfront Associates III, L.P., a Delaware limited partnership ("HWIII"), Hudson Waterfront Associates IV, L.P., a Delaware limited partnership ("HWIV"), Hudson Waterfront Associates V, L.P., a Delaware limited partnership ("HWV"), and HUDSON WATERFRONT ASSOCIATES, L.P., a Delaware limited partnership ("HWA"). HWI, HWII, HWIII, HWIV and HWV are referred to collectively in this Declaration as the "Founding Owners" and each, individually is referred to as a "Founding Owner". each with an address of 725 Fifth Ave NY NY 10022

Recitals

A. On June 30, 1994, HWA acquired certain real property described on Exhibit A attached hereto and all improvements, if any, located thereon (collectively, the "Property").

B. HWA subsequently divided the Property into portions, which portions contained sixteen parcels (each such parcel a "Parcel" and any two or more, "Parcels"). HWA retained ownership of one Parcel (the "HWA Parcel"), and conveyed the remaining Property to the Founding Owners so that HWA now owns the HWA Parcel and each Founding Owner owns certain other Parcels as follows:

(i) HWI owns the HWI portion, which portion is described on Exhibit B attached to this Declaration, and which portion is comprised, inter alia, of Parcels D, E, F & G, which Parcels are described on Exhibit C attached to this Declaration.

(ii) HWII owns Parcels A, B and C, which Parcels are described on Exhibit D attached to this Declaration.

(iii) HWIII owns Parcels H, I and J, which Parcels are described on Exhibit E attached to this Declaration.

(iv) HWIV owns Parcels M, L, K and O, which Parcels are described on Exhibit F attached to this Declaration.

REEL 2554 PG 0553

(v) HWV owns Parcel N, which Parcel is described on Exhibit G attached to this Declaration.

(vi) The HWA Parcel is described on Exhibit H attached to this Declaration.

C. The Property is subject to the Restrictive Declaration, and in accordance with Article VIII of the Restrictive Declaration, the parties to this Declaration have caused the Association to be formed to serve the purposes and functions outlined in the Restrictive Declaration.

NOW THEREFORE, the parties to this Declaration hereby declare that the Property, and any additional property as may by subsequent amendment be subjected to this Declaration, shall be held, sold and conveyed subject to the provisions of this Declaration, which provisions shall be binding on all parties having any right, title or interest in or to the Property, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Declaration and in the By-laws of the Association, shall have the meanings set forth as follows:

- "Allocation Percentage" shall have the meaning assigned in Section 5.03 of this Declaration.

- "Amtrak Agreement" means the provisions of a deed dated March 30, 1976 and recorded in the Office of the City Register, New York County (the "Register's Office") in Reel 463, Page 1563A, from the Trustees of the Property of Penn Central Transportation Company as grantor, to Consolidated Rail Corporation ("Conrail") as grantee, which deed was modified by Order Directing Correction of Conveyance Documents (the "Order") dated October 23, 1981 and recorded in the Register's Office in Reel 594, Page 491 (which deed and Order are referred to collectively in this Declaration as the "Deed"), as same has been modified by the Amtrak Amendment, and as same may be further modified from time to time.

- "Amtrak Amendment" means the Agreement between Hudson Waterfront Associates, L.P., the Founding Owners and National Railroad Passenger Corporation

(which latter party, together with its successors and assigns, is referred to in this Declaration as "Amtrak") dated _____, 1997.

- "Amtrak Obligation" shall have the meaning assigned in Section 3.02(c) of this Declaration.

- "Amtrak Payments" shall mean all sums payable to Amtrak pursuant to Section 4(c)(ii) of the Amtrak Amendment.

- "Amtrak Right of Way Parcel" means the parcel of land owned by Amtrak pursuant to the Deed (as defined above within the definition of "Amtrak Agreement"), which Right of Way Parcel traverses the Property generally along the eastern boundaries of Parcels A, B, C and D, the eastern sections of Parcels E, F, G and H, the eastern boundary of Parcel I, the northeast corner of Parcel J and the eastern sections of Parcels N and O.

- "Assessment(s)" shall have the meaning assigned in Section 5.01 of this Declaration.

- "Association" means Riverside South Property Owners Association, Inc., a corporation formed pursuant to the New York State Not-for-Profit Corporation Law.

- "Association Property" means all real and personal property at any given time owned or leased by the Association.

- "By-laws" means the By-laws of the Association, as same may be amended from time to time.

- "Class Votes" means the number of votes that may be cast by a particular Membership Class, as set forth in the By-laws.

- "Condominium Act" means Article 9-B of the Real Property Law of the State of New York.

- "Condominium Unit" means a unit in a Parcel established as a condominium pursuant to the Condominium Act.

- "Condominium Unit Owner" means the owner in fee simple of a Condominium Unit.

- "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as same may be amended from time to time.

- "Designated HWA Representative" shall have the meaning assigned in the Amtrak Amendment.

- "Dominant Owner" shall have the meaning assigned in Section 3.02 of this Declaration.

- "Founding Owner(s)" shall have the meaning assigned in the opening paragraph of this Declaration.

- "HWA Parcel" shall have the meaning assigned in Paragraph B of the Recitals.

- "Interim Allocation Percentage" shall have the meaning assigned in Section 5.03 of this Declaration.

- "Maintenance Agreement" shall have the meaning assigned in the Restrictive Declaration.

- "Mapping Agreement" means the mapping agreement being negotiated by and among the City of New York, the Founding Owners and HWA regarding, among other things, construction of certain streets, sewers and Public Access Easements in connection with development of the Property.

- ~~"Member" means a member of the Association.~~

- "Membership Class" means the class of membership in the Association attributable to a particular Parcel, as described in the By-laws.

- "Obligations" shall have the meaning assigned in Section 5.07 of this Declaration.

- "Open Space" shall have the meaning assigned in the Restrictive Declaration.

- "Open Space Improvements" shall have the meaning assigned in the Restrictive Declaration.

- "Operating Budget" shall have the meaning assigned in the Amtrak Amendment.

- "Operating Payment(s)" shall have meaning assigned in the Amtrak Amendment.

- "Owner" means the fee owner of a Parcel. If a Parcel is submitted to the Condominium Act, the condominium board of managers on behalf of all Condominium Unit Owners in the project developed on that Parcel, shall be deemed the Owner for most purposes of this Declaration, and each individual Condominium Unit Owner shall not itself be an Owner under this Declaration, as more fully addressed in Article 3 of this Declaration. Two or more Owners are called "Owners".

- "PAA Obligations" shall have the meaning assigned in Section 3.02 of this Declaration.

- "Parcel" shall have the meaning assigned in Paragraph B of the Recitals. "Parcel" also shall mean any tax lot resulting (i) from the subdivision of a Parcel into two or more tax lots, or (ii) from the combination of any Parcels into one or more tax lots. Notwithstanding the foregoing, "Parcel" shall not be deemed to include a Condominium Unit.

- "Parcel O Public Access Area" means the area abutting Parcel O and described in the Project Documents, which Parcel O Public Access Area also is known as the "Southern Open Space".

- "Permitted Cost(s)" shall have the meaning assigned in Section 5.02 of this Declaration.

- "Project Documents" means the Restrictive Declaration, the Maintenance Agreement and the Mapping Agreement as same may be amended, supplemented or otherwise modified from time to time.

- "Property" has the meaning assigned in Paragraph A of the Recitals.

- "Public Access Area(s)" shall mean any one or more than one of the 71st Street Public Access Area, the 69th Street Public Access Area, the 67th Street Public Access Area, the 65th Street Public Access Area, the 62nd Street Public Access Area and the Parcel O Public Access Area, all of which areas are anticipated to have created upon them, Public Access Easements.

- "Public Access Easement(s)" means any one or more than one of the public access easements now or hereafter granted across a Public Access Area.

- "Qualified Leasehold" means the ground lease of all or substantially all of a Parcel.

- "Regular Assessment(s)" shall have the meaning assigned in Section 5.01 of this Declaration.

- "Responsible Parcel" shall have the meaning assigned in Section 5.03 of this Declaration.

- "Restrictive Declaration" means the Restrictive Declaration dated December 17, 1992 recorded in Reel 1934, Page 00001 in the Office of the City Register, New York County on January 6, 1993, as amended by First Modification to Restrictive Declaration dated October 4, 1994, recorded in Reel 2159, Page 1096 in the Office of the City Register, New York County on December 2, 1994.

- "62nd Street Public Access Area" means the surface of the area located between Parcels J and K as described in the Project Documents.

- "65th Street Public Access Area" means the surface of the area located between Parcels G and H as described in the Project Documents.

- "67th Street Public Access Area" means the surface of the area located between Parcels E and F as described in the Project Documents.

- "69th Street Public Access Area" means the surface of the area located between Parcels C and D as described in the Project Documents.

- "71st Street Public Access Area" means the surface of the area located between Parcels A and B as described in the Project Documents.

- "Special Assessment(s)" shall have the meaning assigned in Section 5.01 of this Declaration.

- "Southern Open Space" shall have the meaning assigned in the Restrictive Declaration.

- "Subordinate Owner" shall have the meaning assigned in Section 3.02 of this Declaration.

- "System" and "Systems" shall have the respective meanings assigned in the Amtrak Amendment.

ARTICLE 2

THE ASSOCIATION: FUNCTIONS, POWERS, RIGHTS AND OBLIGATIONS

Section 2.01 Functions of the Association. The Association has been established pursuant to the Restrictive Declaration, for the purposes, among others, of acquiring, owning, holding, operating, maintaining and repairing the Public Access Areas underlying the Public Access Easements, operating, maintaining and repairing the Public Access Easements, and funding maintenance of the Open Space Improvements after the Open Space Improvements (or any part thereof) are (or is) completed and conveyed to the City of New York, all in accordance with the Project Documents and this Declaration. An additional function of the Association includes maintenance and repair of the Southern Open Space, once the Public Access Easement over same has been granted to the City of New York, to the extent required by the Project Documents. In addition, the Association has been established to impose and collect Assessments for Permitted Costs, and to expend those monies in furtherance of its purposes.

Section 2.02 Powers of the Association.

(a) To implement its functions, the Association, acting in accordance with the voting provisions set forth in the By-laws, shall have the power and authority to:

(i) acquire (through purchase, gift, dedication, lease or any other form of conveyance or any combination thereof) real and personal property (including, without limitation, all or part of the Open Space prior to conveyance of same to the City of New York and all or part of the Southern Open Space if conveyed to the Association, subject in either case to the provisions of the Project Documents), as Association Property;

(ii) hold, own, operate, maintain and repair Association Property including, without limitation, Public Access Areas;

(iii) transfer through sale, lease, easement, donation, dedication, partition or other form of disposition or conveyance, Association Property (or any part thereof) to the City of New York if necessary to effectuate development in accordance with the Restrictive Declaration and maintain, repair and operate those portions of Association Property as have been conveyed to

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the City of New York to the extent required under the Project Documents;

(iv) transfer through sale, lease, easement, license, donation, dedication, partition or other form of disposition or conveyance, portions of Association Property to any Owner (for use as staging areas or for other purposes) or to any other person or entity, to effectuate development of the Property in accordance with the Project Documents;

(v) impose and collect Assessments for the purpose of paying Permitted Costs and receive, administer, protect, invest and dispose of such funds;

(vi) bring actions to recover Assessments as described in this Declaration and in the Restrictive Declaration;

(vii) serve as Designated HWA Representative pursuant to the Amtrak Amendment and exercise all rights granted to, and undertake all tasks imposed upon, the Designated HWA Representative under the Amtrak Amendment, including, without limitation, approval or dispute of a proposed Operating Budget and payment of Amtrak Payments for such purposes and in such amounts and at such times as may be required under the Amtrak Amendment;

(viii) negotiate or otherwise deal with Amtrak with respect to the rights and obligations of Amtrak and/or the Owners pursuant to the Amtrak Amendment, on behalf of all Owners and on behalf of each Owner of a Parcel touched or traversed by any portion of the Amtrak Right of Way Parcel, provided, however, that no agreement shall be made by the Association with Amtrak affecting any Owner's Parcel without the affected Owner's prior consent;

(ix) bid for and acquire a Parcel in connection with a foreclosure action brought against that Parcel for non-payment of Assessments, as provided in this Declaration, or acquire a Parcel by deed or other conveyance in lieu of foreclosure in connection with such foreclosure proceeding or otherwise;

(x) acquire a Parcel under any other circumstances including, without limitation, purchase of a Parcel whose Owner desires to sell same;

(xi) obtain and pay for as a Permitted Cost the services of any person or entity to manage the Association's affairs or any part thereof, or as the Association may deem necessary or desirable for the proper operation of the Association Property, including, without limitation, legal and accounting services necessary or desirable in connection with the foregoing or enforcement of this Declaration;

(xii) promulgate rules and regulations relating to the use, operation and maintenance of Association Property (subject to the Project Documents and applicable laws), which shall be binding upon each Owner, Owner's tenants, guests and other invitees, Owner's contractors and agents, and the guests, invitees, agents and contractors of tenants;

(xiii) enter into an agreement with a tenant who holds the lessee's estate under a Qualified Leasehold, in form and substance reasonably satisfactory to the Association and its counsel, in which the Association agrees that while the lease is in full force and effect and there is no uncured default by tenant thereunder, the possession of tenant shall not be disturbed or affected as a result of foreclosure by the Association of its lien for unpaid Assessments against the Parcel that is the subject of the Qualified Leasehold, as long as all Assessments and other Obligations against the Parcel are current, regardless of whether payment is made by the lessee or any other party; and

(xiv) exercise any and all such other powers as may be necessary or appropriate for purposes of implementing the provisions of the Restrictive Declaration, the By-laws, or the other Project Documents.

(b) In addition to the foregoing powers and authority, the Association shall have the power and authority to finance Permitted Costs. In exercise of that power and authority, the Association may borrow funds from any recognized lending institution, and in conjunction with such loan, mortgage Association Property. In order to secure repayment of any and

all sums borrowed from time to time, the Association is hereby granted the right and power:

(i) to assign and pledge revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of Assessments; and

(ii) to enter into agreements with note holders with respect to collection and disbursement of funds.

(c) In the event the Association seeks to direct action other than for the purposes of implementing the Restrictive Declaration or other Project Documents, such direction must be by affirmative vote of Owners holding in the aggregate at least 2/3 of all Class Votes of the Association.

Section 2.03 Association's General Obligations. The Association shall have the following general obligations:

(i) Subject to the provisions of Section 3.02 of this Declaration, the Association shall be responsible for management and operation of Association Property and once granted to the City of New York, Public Access Easements, to the extent required under the Project Documents. The Association shall keep the Association Property and, once granted to the City of New York, Public Access Easements, in good, clean and attractive condition, to the extent required by the Project Documents, and shall take all other action required of the Association pursuant to the Project Documents.

(ii) The Association shall impose Assessments against Owners for the purpose of paying Permitted Costs, shall collect such Assessments from Owners and shall take action against Owners delinquent in their payment obligations, in accordance with the procedures set forth in this Declaration.

(iii) The Association shall grant easements or rights of way, with or without consideration, to any public or private utility corporation, cable television company, municipality (including, without limitation, the City of New York), governmental agency or political subdivision, over Association Property, as may be reasonably necessary to effectuate development of the Property in accordance with the Project Documents, provided such easement or right of

way does not materially and adversely affect the use of a Parcel. In connection with the foregoing, it is understood that any Public Access Easement shall not be deemed to materially and adversely affect the use of a Parcel.

(iv) The Association shall dedicate, sell, donate, lease, abandon, partition, encumber through easement or otherwise, or otherwise dispose of all or any part of the Association Property, or acquire or lease property to be Association Property, as may be necessary to effectuate development of the Property in accordance with the Project Documents.

Section 2.04 Specific Conveyances to and by Association and Owners.

(a) Each Owner of a Parcel containing a Public Access Area (each, a "PAA Owner"), is obligated to and hereby covenants to complete certain conveyances. Specifically, subsequent to a particular PAA Owner's compliance with certain construction obligations under the Project Documents, the PAA Owner shall grant to the City of New York such Public Access Easement as is required over each Public Access Area owned by the PAA Owner, pursuant to the Project Documents. In addition, simultaneously with its grant of the Public Access Easement, or at such later time as the PAA Owner and the Association shall determine, the PAA Owner shall convey title to the Public Access Area to the Association, which conveyance shall be subject to the Public Access Easement granted by the PAA Owner to the City of New York. The Association will accept title to each such Public Access Area subject to the Public Access Easement granted by the PAA Owner to the City of New York.

(b) The Association will convey to the City of New York from time to time, fee title to Association Property (or any part thereof), when and to the extent required pursuant to the Project Documents.

(c) Each Owner shall convey to the Association and the Association shall accept, fee title to all or any portion of any Parcel owned by that Owner, to the extent required or necessary to effectuate development of the Property pursuant to the Project Documents.

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ARTICLE 3

MAINTENANCE OF THE PROPERTY

Section 3.01 Maintenance and Repair by Association.

(a) Subject to the provisions of Section 3.02 of this Declaration, maintenance and repair of and replacements to Association Property and maintenance of Open Space Improvements and Public Access Easements conveyed to the City of New York, shall be the responsibility of, and performed by the Association, to the extent required under the Project Documents. The cost of any and all of the foregoing obligations and any other tasks required to be performed by the Association pursuant to the Project Documents or this Declaration, are Permitted Costs.

(b) Subject to the provisions of Section 3.02 below, the cost of all maintenance performed by the Association shall be funded through Assessments or authorized borrowing.

Section 3.02 Repairs and Maintenance Which Are Not Responsibility of the Association.

(a) (i) To the extent permitted under the Project Documents, in any instance where the Restrictive Declaration imposes on the Association the obligation to maintain, repair and replace a Public Access Area (once same is owned by the Association), and the Public Access Easement thereon (once same has been conveyed to the City of New York), this obligation shall be deemed by this Declaration to be delegated to each Owner of a Parcel adjacent to or abutting a Public Access Area even after Owner has conveyed the Public Access Easement to the City of New York and the Public Access Area to the Association.

(ii) Accordingly, each such Owner shall have the responsibility and obligation for maintenance, repair and replacement of the Public Access Area and the improvements thereon (including, without limitation, the Public Access Easement over the Public Access Area), adjacent to or abutting Owner's Parcel. Each such Owner also shall be responsible for procurement and maintenance of casualty and liability insurance covering that Public Access Area and the Public Access Easement thereon, in accordance with the insurance provisions contained in Article 6 of this Declaration.

(iii) In addition, the cost of any real estate taxes respecting a Public Access Area owned by the Association, shall be paid by the Association directly to the taxing authority, but shall be assessed by the Association as a Special Assessment to the Owner (or Dominant Owner, if applicable) responsible for maintenance, repair and replacement of that Public Access Area, and must be paid by such Owner to the

Association. If all Parcels adjacent to or abutting a Public Access Area owned by the Association are not owned by the same Owner, the Owner who is entitled under the Project Documents to, or who constructs any structure below, on, or over the Public Access Area pursuant to the Project Documents or otherwise (the "Dominant Owner"), shall have primary responsibility for the obligations set forth in this Section 3.02(a), and the Special Assessment for real estate taxes, if any, shall be assessed to the Dominant Owner. Each other Owner of a Parcel abutting such Public Access Area (each, a "Subordinate Owner") shall contribute to the Dominant Owner the Subordinate Owner's proportionate share of the cost of the PAA Obligations, as discussed below.

(iv) The maintenance, repair, replacement, tax and insurance obligations of an Owner pursuant to this Section 3.02(a) respecting a Public Access Area, are referred to collectively as the "PAA Obligations". The aggregate cost of PAA Obligations shall be allocated between Dominant and Subordinate Owners based on a proportion the numerator of which shall be the Class Votes attributable to the Parcel for which the contribution allocation is being determined, and the denominator of which shall be the aggregate Class Votes attributable to all Parcels responsible for maintenance of that particular Public Access Area.

(b) Any maintenance, repair or replacement necessary to preserve the appearance and value of Association Property, including without limitation, Public Access Areas, or any costs to maintain or repair Public Access Easements, Open Space Improvements or Southern Open Space following conveyance of same to the City of New York, made or incurred by the Association in accordance with its responsibilities and obligations under the Project Documents, but occasioned by a negligent or willful act or omission of an Owner (or by any (i) tenant, contractor, agent, employee, guest, invitee or licensee of such Owner, or (ii) any contractor, agent, employee, guest, invitee or licensee of a tenant of such Owner), shall be made at the cost and expense of such Owner. If such maintenance, repair or replacement is performed and/or paid for by the Association, the cost of same shall be considered a Special Assessment allocable to the Parcel(s) owned by that Owner in conjunction with which the cost arose. Such cost shall be added to the Regular Assessment attributable to such Parcel(s), and, as part of that Assessment, shall constitute a lien on such Parcel(s) to secure the payment thereof.

(c) (i) If the Association shall be designated to serve as Designated HWA Representative under the Amtrak Amendment, the Association shall have the right and obligation under this Declaration to make all Amtrak Payments to Amtrak for such purposes and in such amounts and at such times as may be required under the Amtrak Amendment. The Association also shall

have the right and obligation to allocate the cost of Operating Payments due Amtrak (and any other Amtrak Payments due Amtrak under the Amtrak Amendment or otherwise), among the Owners of Parcels adjacent to the Amtrak Right of Way Parcel, based on the particular System(s) covered by a particular Operating Budget or affected by any other Amtrak Payment determination made by the Designated HWA Representative. Each affected Owner's proportionate share of Amtrak Payments payable by the Designated HWA Representative under the Amtrak Amendment, is referred to in this Declaration as the Owner's "Amtrak Obligation."

(ii) The Association shall impose a Special Assessment against each applicable Owner, in the amount of that Owner's Amtrak Obligation which Special Assessment shall be payable to the Association in advance of the date a particular Amtrak Payment is due. In this regard, the Association shall have the discretion to require that such Special Assessment be made annually, semi-annually, monthly or otherwise.

(iii) Each Owner responsible for an Amtrak Obligation shall be deemed to have agreed to indemnify and hold the Association harmless from and against all loss, damage or liability the Association incurs, including, without limitation, reasonable attorneys fees and disbursements, by reason of Owner's failure to satisfy timely or otherwise, its Amtrak Obligation.

ARTICLE 4

ASSOCIATION MEMBERSHIP

Section 4.01 Membership.

(a) Every Owner shall be a Member of the Membership Class attributable to each Parcel it owns. There shall be no qualification for membership in the Association other than being an Owner of a Parcel. If an Owner owns more than one Parcel, it shall be a Member of a separate Membership Class for each Parcel it owns. With the exception of membership of the Founding Owners, membership in the Association shall commence automatically upon an Owner's acquisition of the fee interest in a Parcel. With respect to the Founding Owners, membership shall commence upon the recording of this Declaration.

(b) Membership in the Association shall be appurtenant to ownership of a Parcel and may not be separated from such ownership. Notwithstanding the foregoing, the fee owner of a Parcel, as lessor under a Qualified Leasehold, may assign all of lessor's rights and obligations as a Member of the Association to the holder of the lessee's estate under the Qualified Leasehold, provided the holder of the lessee's estate affirmatively assumes such assignment, and provided further that the form of any such

assignment and assumption shall be reasonably satisfactory to the Association and its counsel. A fully executed counterpart of the approved form of assignment and assumption agreement shall be forwarded by the assigning Owner to the Association promptly following execution of that document. Notwithstanding any such assignment and assumption, the fee owner of a Parcel shall still be the Owner under this Declaration and the Owner and any lessee to whom Owner has assigned its rights and obligations pursuant to the foregoing, shall be jointly and severally liable for all obligations of Owner hereunder.

(c) Membership as to a particular Membership Class (but not necessarily the obligations appurtenant to membership) shall cease as of the date an Owner no longer owns the Parcel to which such Membership Class is appurtenant.

(d) (i) If a Parcel is submitted to the Condominium Act, a Condominium Unit Owner in the condominium project developed on that Parcel shall not itself be a Member of the Association (and a Condominium Unit in that condominium project shall not be a Parcel), but instead, the board of managers of that condominium project shall be a Member of the Association on behalf of all Condominium Unit Owners in that condominium project, consistent with the fact that the board of managers is deemed the Owner of the Parcel pursuant to the definition of Owner contained in this Declaration.

(ii) To the extent the Restrictive Declaration mandates that a Condominium Unit Owner be a Member of the Association, each Condominium Unit Owner by taking title to a Condominium Unit shall be deemed to have designated the board of managers of that condominium project to serve as Member on that Condominium Unit Owner's behalf, and shall be deemed to have granted the board of managers of that condominium project a power of attorney to implement that authority.

(e) (i) If a Parcel is owned by a cooperative housing corporation, the cooperative corporation, as Owner of the Parcel, shall be a Member of the Association on behalf of all tenant-shareholders of that cooperative corporation. If a cooperative corporation holds the lessee's estate under a Qualified Leasehold and has been assigned the rights and obligations of membership by the Owner of the Parcel, the cooperative corporation shall serve as Member on behalf of all tenant-shareholders of that cooperative corporation in the same manner as if the cooperative corporation were the Owner of the Parcel.

(ii) To the extent the Restrictive Declaration mandates that a tenant-shareholder of a cooperative corporation that owns or leases a Parcel be a Member of the Association, each tenant-shareholder of the cooperative corporation, by entering into a proprietary lease for an apartment in the premises owned

(or leased) by that cooperative corporation, shall be deemed to have designated the cooperative corporation that owns (or leases) that Parcel to serve as Member on the tenant-shareholder's behalf, and shall be deemed to have granted the cooperative corporation a power of attorney to implement that authority.

(f) In the situations discussed in subparagraphs (d) and (e) above, and in all other instances where a Member is an entity rather than an individual, the entity will be responsible for designating a particular individual to attend and represent that Member at meetings of the Association and to vote as that Member at any such meetings.

Section 4.02 Voting; Effect of Subdivision of a Parcel on Membership, et al. Provisions governing voting, effect of subdivision of a Parcel on Membership and voting, and other Membership issues, are addressed in the By-laws.

ARTICLE 5

ASSESSMENTS; PUBLIC ACCESS AREA OBLIGATIONS; AMTRAK OBLIGATIONS

Section 5.01 Agreement to Pay.

(a) Each Owner shall be deemed to covenant and agree to pay to the Association with respect to each Parcel it owns:

(i) annual assessments or charges for Permitted Costs (individually a "Regular Assessment" and collectively "Regular Assessments"), and

(ii) any special assessment for a Permitted Cost or as otherwise provided in this Declaration (individually a "Special Assessment" and collectively "Special Assessments").

(b) Such assessments are referred to collectively as "Assessments". An "Assessment" shall mean a Regular Assessment and/or a Special Assessment.

(c) In addition, each Owner shall be deemed to covenant and agree to pay all PAA Obligations and Amtrak Obligations for which it is responsible pursuant to Section 3.02 of this Declaration or otherwise, regardless of whether same are payable as Special Assessments or directly to a party other than the Association.

Section 5.02 Purpose of Assessments.

(a) The purpose of Assessments shall be to fund the following costs (individually, a "Permitted Cost" and collectively, the "Permitted Costs"): (i) operation, maintenance, and repair of Association Property, to the extent required under this Declaration or by the Project Documents, including but not limited to, taxes on Association Property, if any, any utility services to Association Property, all casualty, liability and other insurance obtained pursuant to Article 6 of this Declaration, (ii) maintenance of Public Access Easements and Open Space Improvements conveyed to the City of New York (and, if required under the Project Documents, Southern Open Space conveyed to the City of New York), to the extent required by the Project Documents, (iii) the cost of labor, equipment, materials, management and supervision for all of the above, (iv) interest on any borrowing undertaken by the Association in its name, (v) establishment of reserves, (vi) payment of operating deficits sustained in one or more prior years, (vii) charges imposed by the City of New York on property conveyed to the City pursuant to the Project Documents, which charges the City advises the Association are a necessary cost of maintenance of that property, and which charges are required to be paid by the Association under the Project Documents or otherwise, (viii) day-to-day administrative and other operating costs of the Association, (ix) Amtrak Payments payable by the Designated HWA Representative pursuant to the Amtrak Amendment, and (x) the costs of implementing such other actions as are consistent with and in furtherance of, the Association's purposes and obligations set forth in this Declaration and in the Project Documents.

(b) To the extent the Association incurs an expense that is a Permitted Cost but that was not budgeted to be paid as part of the Regular Assessments, the Association may impose a Special Assessment against all Owners (or against a specific Owner, as described in the following paragraph), to pay for that Permitted Cost.

(c) To the extent a Permitted Cost or any other cost is incurred by the Association as a result of the actions or inactions of an Owner, or Owner's tenant, licensee, agent, contractor, employee or invitee, the Association may impose a Special Assessment against that Owner and any Parcel owned by that Owner in the amount incurred by the Association (plus interest thereon and any and all attorneys fees and disbursements incurred in connection therewith), and the other Owners shall not be liable for same.

(d) To the extent the Association incurs an expense in connection with a Public Access Area, a Public Access Easement or pursuant to the Amtrak Agreement that is the responsibility of an Owner pursuant to Section 3.02 of this Declaration or otherwise,

the Association may impose a Special Assessment against that Owner and any Parcel owned by that Owner, in the amount incurred or to be incurred by the Association, plus interest on all payments made by the Association and any and all legal fees and disbursements incurred in connection with such action and/or payment by the Association, and the other Owners shall not be liable for same.

Section 5.03 Basis for Regular Assessments.

(a) The Association shall from time to time but at least once each year, determine the Permitted Costs for that year and the allocation of Regular Assessments among the Parcels to pay such Permitted Costs.

(b) Once all Open Space Improvements are completed and conveyed to the City of New York, annual Regular Assessments shall be allocated to each Parcel based on a proportion, the numerator of which shall be the number of Class Votes attributable to that Parcel, and the denominator of which shall be the aggregate of all Class Votes attributable to all Parcels at the date the allocation is sought to be made (hereinafter the "Allocation Percentage").

(c) Until all Open Space Improvements are completed and conveyed to the City of New York, annual Regular Assessments shall be allocated only among those Parcels which have had constructed upon them a structure for which at least a partial temporary certificate of occupancy has been issued (each a "Responsible Parcel"). Such allocation shall be based on a proportion, the numerator of which shall be the number of Class Votes attributable to that Parcel, and the denominator of which shall be the aggregate of all Class Votes attributable to all Responsible Parcels at the date the allocation is sought to be made (the "Interim Allocation Percentage"). The Interim Allocation Percentage shall be adjusted within a given year to take into consideration additional Responsible Parcels that come into being in that year, immediately upon any such Parcel becoming a Responsible Parcel. The Owner of a Responsible Parcel shall be responsible for Regular Assessments prospectively from and after the date its Parcel becomes a Responsible Parcel (i.e., as of the date the partial temporary certificate of occupancy is issued).

Section 5.04 Assessments to Condominiums or Cooperatives.

(a) To the extent that the Restrictive Declaration imposes on a tenant-shareholder of a cooperative corporation that owns (or leases) a Parcel, or on a Condominium Unit Owner with respect to a Parcel developed as a condominium project, the obligation to pay Assessments, this obligation shall be administered

and enforced through the cooperative corporation or the board of managers, as applicable, as the Owner of the Parcel.

(b) In accordance with the Restrictive Declaration, the amount of common charges imposed by a board of managers against the Condominium Unit Owners in the condominium project it manages, and the amount of maintenance charges imposed by a cooperative corporation against its tenant-shareholders, shall include sums sufficient to enable the board of managers or the cooperative corporation, as applicable, to pay Assessments and Obligations on its Parcel.

(c) If a tenant-shareholder or Condominium Unit Owner, as applicable, shall pay said party's proportionate share of maintenance or common charges, to the cooperative corporation or condominium board of managers, respectively, that party shall be deemed to have paid that party's proportionate share of Assessments and Obligations levied against that Parcel and shall have no further liability to the Association, except as provided below in this Article 5.

Section 5.05 Date of Assessment Commencement; Assessment Security Deposit; No Exemptions.

(a) Regular Assessments shall not be deemed imposed until the date as of which the Association determines to impose same, and shall in any event be imposed in accordance with the provisions of Section 5.03 of this Declaration. Until such date, the Owners shall develop the Property and allocate costs in accordance with the Project Documents and any other agreements among all of the Owners.

(b) The first Regular Assessments shall be adjusted according to the number of months remaining in the fiscal year (as such fiscal year shall be established by the Association) and, subject to the provisions of Section 5.03 of this Declaration, such Regular Assessments shall thereafter be on a full year basis. Subject to the provisions of Section 5.03 of this Declaration, the Association shall fix the amount of Regular Assessments against each Parcel at least thirty (30) days in advance of each annual Regular Assessment period.

(c) Regular Assessments shall be due and payable monthly unless the Association determines otherwise. Written notice of the amount of annual Regular Assessments shall be sent to every Owner at least ten (10) days before the first payment of such Regular Assessments is due.

(d) (i) The Association shall have the right, in its sole discretion, to require that an Owner who mortgages a Parcel owned by that Owner, pay to the Association, a sum equal to the estimated Assessments on that Parcel for the 12-month period

immediately following such request (the "Assessment Security Deposit"). Accordingly, an Owner who intends to mortgage a Parcel shall notify the Association of such intention in writing, at least 60 days before the anticipated closing date of the mortgage. Such notice (the "Mortgage Notice") shall be sent certified mail return receipt requested to the Association at the same address to which Assessments are then required to be sent. In the Mortgage Notice, Owner shall certify the name and address of the proposed mortgagee, and the amount and terms of the proposed mortgage. The Association shall advise Owner in writing within 30 days of receipt of the Mortgage Notice as to whether or not the Association will exercise its right to collect an Assessment Security Deposit with respect to that mortgage. The Association's failure to respond within the 30-day period shall be deemed a waiver of the Association's right to collect an Assessment Security Deposit at or before the mortgage closing, but shall not be deemed an absolute waiver of the right to collect such Assessment Security Deposit in the future, should the Association deem such collection prudent.

(ii) The amount of any such Assessment Security Deposit imposed shall be based on the reasonable projection by the Association of its Permitted Costs for the 12-month period in question. Any Assessment Security Deposit so imposed shall serve as security for Owner's obligation to pay Assessments and shall be held by the Association on such terms and in such account as the Association in its discretion shall determine, for such time as the mortgage remains a lien against the Parcel. Thereafter, if not drawn upon as described below, the Assessment Security Deposit, or any balance thereof, shall be remitted to Owner.

~~(iii) The Association may request~~ an increase in any Assessment Security Deposit it has imposed if, as and when Assessments increase, such that the Association always shall hold an Assessment Security Deposit for a mortgaged Parcel for which it has elected to maintain an Assessment Security Deposit, in the approximate amount of 12 months of Assessments for that Parcel.

(iv) If title to a Parcel is conveyed pursuant to foreclosure proceedings against the Parcel, and if Assessments against the Parcel failed to be paid prior to foreclosure, and if the grantee of the Parcel pursuant to the foreclosure proceeding fails to pay said outstanding Assessments, notwithstanding the requirements of this Declaration, then the Association may draw upon the Assessment Security Deposit, if any, that it holds for that Parcel to cover the cost of Assessments attributable to such pre-foreclosure period. The Association's right to draw against the Assessment Security Deposit shall be separate, independent of and in addition to the Association's right to file and foreclose a lien against the Parcel for non-payment of Assessments, as described in Section 5.07 of this Declaration.

(v) If an Owner fails to pay, replenish, or increase an Assessment Security Deposit as and when requested by the Association, the Association shall have a lien against the Parcel for such non-payment in the same manner as if said unpaid Assessment Security Deposit were unpaid Assessments.

(e) Dissatisfaction with the quantity or quality of maintenance or services furnished to or with respect to Association Property shall not be grounds for withholding or failure to pay any Assessment. Likewise, no Owner shall deem itself or be deemed exempt from liability to pay Assessments for any reason, including, without limitation, waiver of use or enjoyment of any Association Property, abandonment of Owner's Parcel or by claiming the quantity or quality of services are not worthy of such payment or are not as were expected by such Owner at the time of acquisition of the Parcel or at any other time.

Section 5.06 Liability After Transfer; Bankruptcy.

(a) No Owner shall be liable to the Association for payment of Assessments or other Obligations assessed against a Parcel owned by that Owner from and after the date of closing of sale, transfer or other conveyance of fee title to that Parcel made by such Owner, and applicable only to the period from and after the date of the closing of sale, transfer or other conveyance. However, the grantee of a Parcel shall be jointly and severally liable with the grantor for any unpaid Assessments and other Obligations assessed against the Parcel and due up to the date of the closing of sale, transfer or other conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor.

(b) In accordance with the foregoing provision, a mortgagee or other party acquiring title to a Parcel through foreclosure or by deed in lieu of foreclosure, a creditor of an Owner or other party acquiring title to a Parcel through a sale or other proceeding arising out of the bankruptcy or liquidation of that Owner, a purchaser acquiring title to a Parcel through an arm's length transaction, or any other grantee whatsoever, shall be liable for payment of all unpaid Assessments and other Obligations assessed against the Parcel prior to the date of that party's acquisition of the Parcel.

(c) Any party acquiring a Parcel through foreclosure or by deed in lieu of foreclosure, through a sale or other proceeding arising out of an Owner's bankruptcy or liquidation, through purchase, gift or donation, or through any other means whatsoever, shall be liable for all Assessments and other Obligations assessed against the Parcel and due from and after the date of that party's acquisition of title to the Parcel.

(d) If a petition in bankruptcy is filed by or against an Owner, or if a trustee, receiver or similar official is appointed to administer an Owner's assets, the Owner, trustee, receiver or other official shall remain obligated to pay, and the Parcel shall continue to be subject to, Assessments and other Obligations, if any, for the entire duration of any bankruptcy or other reorganization proceeding.

Section 5.07 Lien For Assessments; Priority; Personal Obligation.

(a) All sums assessed by the Association as an Assessment against a Parcel pursuant to this Declaration but unpaid, together with late charges, interest, attorneys fees and disbursements and other costs incurred in connection with collection of same (such late charges, interest, attorneys fees, disbursements and other costs collectively, "Obligations"), shall be a charge and shall constitute a continuing lien against the Parcel. The charge also shall be the personal obligation of the Owner of the Parcel at the time the sums were assessed. Said lien shall be superior to all other liens and encumbrances on the Parcel, except for the lien of any past due and unpaid real estate taxes.

(b) (i) If a Parcel has been submitted to the Condominium Act, Assessments and Obligations shall be a charge and shall constitute a continuing lien against each Condominium Unit comprising the Parcel, but shall be proportionately allocated to each Condominium Unit based on the common interest attributable to that Condominium Unit pursuant to the condominium declaration establishing that condominium development. Assessments and other Obligations assessed against a Parcel shall be assessed against each Condominium Unit Owner by the condominium's board of managers as part of the common charges assessed against Condominium Unit Owners to pay common expenses, as described above in Section 5.04(b) of this Declaration, and shall be collected by the board of managers in accordance with the condominium declaration and by-laws. Such proportionate allocation shall be the personal obligation of the Condominium Unit Owner owning a Condominium Unit at the time the Assessments and Obligations were assessed against the Parcel. Such proportionate lien assessed against a Condominium Unit shall be superior to all other liens and encumbrances against the Condominium Unit, except for the lien of any past due and unpaid real estate taxes, and in the case of a condominium project containing residential Condominium Units, except for the lien of a first mortgage of record against the Condominium Unit.

(ii) If a Condominium Unit Owner pays to the board of managers of the condominium that Condominium Unit Owner's proportionate share of all Assessments and other Obligations attributable to each Condominium Unit owned by that Condominium

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Unit Owner, and if the condominium board of managers pays the Assessments and Obligations assessed against that Parcel to the Association as and when due, each Condominium Unit owned by that Unit Owner shall be deemed released from the lien imposed for that Condominium Unit's proportionate share of unpaid Assessments and other Obligations and the Condominium Unit Owner shall have no further personal liability therefor, as concerns any Unit so released.

(iii) The condominium board of managers shall be obligated to act in accordance with law and the condominium declaration and by-laws to collect unpaid common charges and other assessments from its Unit Owners. The board of managers shall use the common charges so collected for, among other things, payment of Assessments and other Obligations to the Association. However, if the board of managers fails to pay Assessments and other Obligations assessed against that Parcel to the Association as and when due, whether or not the board of managers has collected common charges sufficient to cover same, the Association may take action against the board of managers or against the Condominium Unit Owner to collect all such unpaid sums, but with respect to a Condominium Unit Owner, collection shall be limited to an amount equal to the Condominium Unit Owner's proportionate share of the aggregate amount due, as more fully discussed below in this Article 5.

(c) (i) With respect to a Parcel owned or leased by a cooperative corporation, the cooperative corporation shall be obligated to act in accordance with its by-laws and the terms of the proprietary lease between itself and a tenant-shareholder, to collect all maintenance charges assessed by the cooperative corporation to that tenant-shareholder. The cooperative corporation shall use the maintenance charges it collects from its tenant-shareholders for, among other things, payment of Assessments and other Obligations to the Association. If a Parcel is owned (or leased) by a cooperative corporation, any tenant-shareholder of that cooperative corporation who pays to the cooperative corporation said tenant-shareholder's proportionate share of the Assessments and other Obligations assessed against that Parcel by paying tenant-shareholder's maintenance charges to the cooperative corporation, shall be deemed released from any further liability respecting such Assessments and other Obligations, provided, however, that the cooperative corporation pays the Assessments and other Obligations assessed against that Parcel to the Association as and when due.

(ii) However, if the cooperative corporation fails to pay Assessments and other Obligations assessed against that Parcel to the Association as and when due, whether or not the cooperative corporation has collected maintenance charges sufficient to cover same, the Association may take action against the

cooperative corporation or against the tenant-shareholder to collect all such unpaid sums, but with respect to a tenant-shareholder, collection shall be limited to the tenant-shareholder's proportionate share of the aggregate amount due, as more fully discussed below in this Article 5.

Section 5.08 Non-Payment of Assessments.

(a) Any Assessment, or installment thereof, not paid when due shall be deemed delinquent, and an Owner shall be in default under this Declaration for such non-payment.

(b) If an Assessment or any installment thereof is not paid within 10 days after the due date, the Association may impose a late charge or charges in the amount of 6% of the overdue amount or such other amount as the Association deems reasonable (collectively, the "Late Charges").

(c) If an Assessment or any installment thereof is not paid within 30 days after the due date, the Assessment plus any Late Charges thereon, shall bear interest compounded monthly from the due date of the Assessment or installment thereof, at the rate publicly reported in the Wall Street Journal or another newspaper of general circulation as the "prime rate" offered by members of the New York Clearinghouse Association or any successor index thereto, plus 5%, provided such aggregate rate does not exceed the maximum rate of interest then permitted by law. If the rate to be charged would exceed the maximum rate permitted by law, the rate shall be deemed reduced to the maximum legal rate.

(d) The Association shall take prompt action to collect Assessments previously imposed by the Association which remain unpaid for more than 30 days from the due date for payment thereof. In so doing, the Association may bring an action at law or in equity for collection of the Assessments, interest thereon, Late Charges and the costs and expenses of collection, including without limitation, attorneys' fees and expenses, against the Owner personally obligated to pay the same. If the default is by a Parcel established as a condominium or owned (or leased) by a cooperative corporation), then the action at law or equity may be brought against each Condominium Unit Owner for the Condominium Unit Owner's proportionate share of the amount owed, or against each tenant-shareholder for the tenant-shareholder's proportionate share of the amount owed, as applicable. Any suit to recover a money judgment for unpaid Assessments, Late Charges and the associated costs of collection as described in the previous sentence, may be maintained without waiving the lien securing same, should the suit be brought under circumstances where the Association holds a lien securing payment of Assessments.

(e) The Association shall have the right to enforce its lien against the Parcel or Condominium Unit, as applicable,

by all methods available for enforcement of liens against real property, including foreclosure and sale, and the cost of such proceedings, including without limitation, attorneys' fees and expenses, shall be added to the amount of such Assessment, accelerated installments, if any, Late Charges and interest.

(f) In connection with its lien for unpaid Assessments, the Association may file a notice of lien in the Office of the City Register, New York County, but such filing shall not be necessary to perfect or establish the priority of such continuing lien.

(g) Once an Assessment is deemed delinquent as described above, any payments received from the Owner through foreclosure or otherwise shall be applied in such order as the Association shall in its sole discretion determine.

(h) The Association shall have the power to bid for and acquire the interest foreclosed. An Owner (or Condominium Unit Owner) may convey to the Association, subject to acceptance by the Association, a deed or other transfer in lieu of foreclosure.

Section 5.09 Owner's Acknowledgement of Association Power. Each Owner and each Condominium Unit Owner, by acceptance of a deed for all or any part of a Parcel, including without limitation, a Condominium Unit therein, and each tenant-shareholder of a cooperative corporation that owns (or leases) a Parcel, by the entering into of a proprietary lease for an apartment in the premises owned (or leased) by the cooperative corporation, expressly vests in the Association, or its agents, the right and power (i) to bring all actions against the Owner (or Condominium Unit Owner or tenant-shareholder) for collection of Assessments and other Obligations, and (ii) where applicable, to enforce the lien for unpaid Assessments and other Obligations by all methods available for the enforcement of liens against real property, including, without limitation, foreclosure. Each Owner (and Condominium Unit Owner), by acceptance of a deed, expressly grants the Association a power of sale in connection with such foreclosure.

Section 5.10 Limitation on Owner's Liability.

(a) Except as set forth in Section 5.07(a) above, the liability of an Owner shall be limited to Owner's interest in all Parcels owned by Owner for the collection of any judgment recovered against Owner.

(b) With respect to Assessments attributable to Parcels owned as condominiums or cooperatives, the liability of a Condominium Unit Owner or a tenant-shareholder for an Assessment against the Parcel of which the condominium board of managers or

the cooperative corporation is the Owner, shall be limited to an amount equal to that Condominium Unit Owner's or tenant-shareholder's proportionate share of the total Assessment against the Parcel, based on the common interest or maintenance percentage attributable to that Condominium Unit or cooperative apartment.

Section 5.11 Right to Maintain Surplus. The Association shall not be obligated in any fiscal year to spend all sums collected in such year by way of Regular Assessments or otherwise, and may carry forward as surplus any balances remaining. The Association shall not be obligated to apply any such surplus to reduction of the amount of Regular Assessments in the succeeding fiscal year, but may carry forward from year to year such surplus as the Association in its absolute discretion may determine to be desirable to effectuate the purposes of the Association.

Section 5.12 Assessment Certificates. Upon written demand of an Owner, a Condominium Unit Owner or a tenant-shareholder of a cooperative corporation that owns (or leases) a Parcel (or of any prospective purchaser of a Parcel, a Condominium Unit, a cooperative apartment or of the lessee's estate in a Qualified Leasehold), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Parcel as of the date of such certificate, (i) whether the Assessments, if any, have been paid, (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date, and (iii) whether any other amounts or charges are owing to the Association (e.g., for the cost of extinguishing a violation of this Declaration). A reasonable charge, as determined by the Association, may be imposed for the issuance of such certificates.

ARTICLE 6

INSURANCE AND RECONSTRUCTION

Section 6.01 Association Insurance.

(a) The Association shall obtain and maintain (and review at least once each year) with such deductible amounts as the Association shall deem appropriate, all-risk property insurance for all insurable improvements on Association Property (excluding, however, Public Access Areas owned by the Association, which each are to be insured by a Dominant Owner as described in Section 3.02(a) of this Declaration), against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any

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repair or reconstruction in the event of damage or destruction from such casualty.

(b) The Association also shall obtain and maintain a liability policy with respect to occurrences on Association Property (excluding, however, Public Access Areas owned by the Association which each are to be insured by a Dominant Owner as described in Section 3.02(a) of this Declaration), covering the Association, the Association's Board of Directors, Owners, and any manager or managing agent of the Association. The liability policy shall have at least a $10,000,000 combined single limit for bodily injury and property damage arising out of a single occurrence.

(c) The cost of premiums for the all-risk casualty insurance, liability insurance and any other insurance obtained by the Association shall be a Permitted Cost assessable against all Owners as part of their Assessments.

Section 6.02 Other Insurance. The Association may obtain and pay for as a Permitted Cost such other insurance as it shall deem necessary or desirable from time to time, including, without limitation, "umbrella" liability or catastrophe coverage, directors' and officers' liability insurance, a fidelity bond covering persons who handle Association funds, and workers' compensation insurance, covering Association employees and those who perform work for the Association.

Section 6.03 Restoration or Reconstruction After Fire or Other Casualty. Neither the Association nor any Unit Owner shall have any obligation for repair or restoration of or on Association Property, including without limitation, Public Access Areas, or otherwise, except to the extent same may be required pursuant to the Restrictive Declaration.

Section 6.04 Public Access Area Insurance.

(a) Each Dominant Owner shall obtain and maintain (and review at least once annually), all-risk property insurance for all insurable improvements on each Public Access Area for which the Dominant Owner has responsibility pursuant to Section 3.02(a) of this Declaration, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from such casualty.

(b) Each Dominant Owner also shall obtain and maintain a liability policy with respect to occurrences on each Public Access Area for which the Dominant Owner has responsibility pursuant to Section 3.02(a) of this Declaration, covering the Association, the Association's Board of Directors, and the

Dominant Owner and Subordinate Owner as named insureds, and the Association's managing agent, if any, and all other Owners, as additional insureds. The liability policy shall have at least a $10,000,000 combined single limit for bodily injury and property damage arising out of a single occurrence.

(c) The cost of premiums for these policies shall be shared by the Dominant and Subordinate Owners pursuant to Section 3.02(a) of this Declaration.

(d) Copies of all insurance premiums or renewals thereof obtained by the Dominant Owner pursuant to the foregoing shall be provided by the Dominant Owner to the Association promptly, and in any event, before expiration of any previously existing premium.

ARTICLE 7

NO PARTITION

Except as permitted in this Declaration, and subject to any contrary provisions in the Restrictive Declaration, there shall be no physical partition of the Association Property or any part thereof, unless the Owners unanimously agree otherwise. The foregoing shall not be construed to prohibit the Association from acquiring and disposing of personal property or from acquiring or disposing of real property, whether or not same is subject to this Declaration, to effectuate the intent of the Project Documents.

ARTICLE 8

CONDEMNATION

Section 8.01 Notice of Condemnation of Association Property. The Association shall promptly send written notice of any pending condemnation or eminent domain proceeding affecting Association Property to all Owners.

Section 8.02 Action to Contest Condemnation. The Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of Association Property or which touches upon, concerns or affects the use of Association Property, subject to any contrary provisions in the Project Documents. No Owner or tenant of a Parcel shall impair or prejudice the action of the Association in contesting such condemnation.

Section 8.03 Obligation to Restore. Subject to any contrary provisions in the Project Documents, in the event of a

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taking in condemnation or by eminent domain of part or all of the Association Property or any Parcel, the award respecting Association Property shall be paid to the Association and the award respecting a Parcel shall be paid to the Owner of that Parcel. Except as may be set forth in the Project Documents neither the Association nor any Owner shall be obligated to restore Association Property or improvements on a Parcel, respectively, following any taking through condemnation or eminent domain.

Section 8.04 Disputes. In the event of any dispute with respect to the allocation of an award, or any obligation to restore, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

ARTICLE 9

ENFORCEMENT

Section 9.01 Declaration Runs With the Land.

(a) Each person or entity acquiring a fee or leasehold interest in a Parcel or any portion thereof (including, without limitation, a Condominium Unit), or any other portion of the Property, or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration), and each person or entity acquiring an interest in or as an Owner, covenants and agrees for himself, herself, themselves, or itself, and for his, her, their or its heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration. Such agreement includes acknowledgement of personal responsibility for payment of all charges that may become liens against said party's Parcel or Condominium Unit while said party is the Owner thereof, and a covenant to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Parcel or other portion of the Property, and in any instrument transferring an interest in Owner, as applicable.

(b) Supplementing the provisions of Section 9.01(a) above, and as required under the terms of Section 8.06 of the Restrictive Declaration, each deed in respect of any Parcel or portion thereof (including, without limitation, a deed for a Condominium Unit), each proprietary lease for a cooperative apartment entered into by a cooperative corporation, and any other lease or occupancy agreement respecting all or any portion of a Parcel, shall (i) contain a recital that the grantee or lessee assumes (subject to the provisions of Section 8.05(c) of the Restrictive Declaration and various provisions of this Declaration respecting Condominium Unit Owners and tenant-shareholders of cooperative corporations), the obligations of an

Owner set forth in Article VIII of the Restrictive Declaration, and (ii) confirm that the operation and maintenance of Association Property, including without limitation, Public Access Areas, and the provisions of the Restrictive Declaration, are conditions to actions by the City of New York relating to development of the Property. The foregoing requirement shall be satisfied by a reference in the deed, lease or occupancy agreement to the Restrictive Declaration and the provisions thereof. Failure to include the specific provisions of Article VIII of the Restrictive Declaration in the deed, lease or occupancy agreement, shall not relieve an Owner, Condominium Unit Owner, tenant-shareholder, lessee or other occupant (each a "Bound Party") from any obligations under the Restrictive Declaration, nor shall it render the Bound Party liable to the Association for damages. The Association shall, however, have the rights to require that the Bound Party reform its document so as to specifically comply with the foregoing obligations hereunder.

Section 9.02 Enforceability. The provisions of this Declaration shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all Owners), and by any Owner and said Owner's legal representatives, heirs, successors and assigns, through actions at law or by suits in equity.

Section 9.03 No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto.

ARTICLE 10

AMENDMENT AND DURATION

Section 10.01 Amending Declaration.

(a) This Declaration may be amended from time to time by the Board of Directors of the Association to correct omissions or errors. This Declaration also may be amended from time to time for such other reasons as the Association shall determine, by the affirmative vote of Owners holding in the aggregate at least 2/3 of all Class Votes of the Association, voting at a duly called meeting at which a quorum is established, provided, however, that any such amendment shall have received the concurrence of a majority of the Board of Directors of the Association, as addressed in the By-laws.

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(b) The Association, upon the initiative of its Board of Directors or pursuant to a written petition signed by Owners whose Parcels represent in the aggregate, at least 25% of the Class Votes attributable to all Parcels, may propose an amendment to this Declaration to the Owners.

(c) Any such proposed amendment shall be voted upon at a duly called meeting of the Owners. To be enacted, the proposed amendment must be approved by Owners whose Parcels represent, in the aggregate, in excess of 75% of the aggregate Class Votes attributable to all Parcels. Notice of such vote, containing the date, time and place of the meeting and a copy of the proposed amendment, shall be mailed or delivered by the Association to all Owners at least thirty (30) days prior to the date of the meeting.

(d) No amendment shall terminate, extinguish or adversely modify any easement granted in this Declaration which benefits a particular Parcel except with respect to those Parcels whose Owners specifically consent in writing to such termination, extinguishment or modification.

Section 10.02 Duration and Termination. This Declaration shall continue with full force and effect perpetually unless and until terminated by the affirmative vote of Owners whose Parcels represent in the aggregate, at least 75% of the aggregate Class Votes attributable to all Parcels, at a duly called meeting of Owners.

Section 10.03 When Amendment or Termination Becomes Effective. Any amendment or termination of this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the City Register's Office and upon such recording shall be binding from the date of such recording unless specifically otherwise provided in such amendment or termination. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

ARTICLE 11

GENERAL PROVISIONS

Section 11.01 Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.

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Section 11.02 Notice. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person or entity appearing as the Owner or mortgagee on the records of the Association at the time of such mailing.

Section 11.03 Conflict with Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or item prohibited by applicable zoning laws, or laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 11.04 Effect of Unenforceability or Invalidity of Provision of Declaration. The determination by any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

Section 11.05 Reliance on Documents. In making determinations or taking any action pursuant to this Declaration or otherwise, the Association may rely and/or act on any document or instrument believed by the Association in good faith to be genuine and executed by the proper party.

Section 11.06 Mortgagee Provisions.

(a) A holder of a recorded first mortgage on a Parcel or on the lessee's estate in a Qualified Leasehold, who provides to the Association in advance, ~~(i) written~~ notice of its name, its address and the identity of the borrower and the mortgaged interest, and (ii) written request to be notified, will be entitled to receive notification from the Association of:

(i) any proposed termination of the Association;

(ii) any proposed condemnation proceeding respecting Association Property;

(iii) any delinquency in payment of Assessments with respect to the mortgaged Parcel where such delinquency has existed for sixty (60) days; and

(iv) any other material violation of or default under this Declaration, the By-laws or rules and regulations by the Owner of the mortgaged Parcel which has existed for sixty (60) days.

(b) A mortgagee receiving a notice of Owner's delinquency in payment of Assessments pursuant to Section 11.06(a)

shall have a period of thirty (30) days to cure the default by paying all the past due Assessments, which period shall run from the date of the notice given by the Association. During this 30-day period the Association may, but shall not be obligated to, commence proceedings to foreclose its lien for non-payment of Assessments, but the Association will not seek issuance of a judgment of foreclosure until after expiration of the 30-day period.

(c) If a receiver is appointed by a mortgagee of a Parcel or holder of a lien on a Parcel, the mortgagee or lien holder shall become liable for Assessments from and after the date the receiver is appointed.

(d) (i) The provisions of Section 11.06(a), (b) and (c) shall not apply to a mortgagee holding a recorded mortgage on a Condominium Unit. Instead, the by-laws of any condominium established on a Parcel submitted to the Condominium Act, shall be deemed to have incorporated into them the requirement that each Condominium Unit Owner who mortgages a Condominium Unit shall provide to the board of managers of that condominium the name and address of each holder of a recorded mortgage on that Unit Owner's Condominium Unit.

(ii) The Association shall provide notice to the board of managers of a condominium project in the event of:

(1) any proposed termination of the Association;

(2) any proposed condemnation respecting Association Property;

(3) any delinquency in payment of Assessments by the condominium board of managers with respect to the condominium which delinquency has existed for sixty (60) days; or

(4) any other material violation of or default under this Declaration, the By-laws or rules and regulations by the board of managers of the condominium which has existed for sixty (60) days.

(iii) The by-laws of the condominium shall be deemed to have incorporated into them the further requirement that in the event a holder of a mortgage on a Condominium Unit requires notice of any of the events listed in Section 11.06(d)(ii) above, it shall be the obligation of the board of managers, not the Association, to provide such information to the mortgagee, provided that the Association has made the information available to the board of managers pursuant to Section

11.06(d)(ii) above. Subject to the foregoing, the Association shall have no obligation to provide notice of any of such events to the mortgagee of a Condominium Unit.

(iv) Notwithstanding the foregoing, the board of managers of a condominium project shall make available to the Association, upon request, a schedule of the names and addresses of each mortgagee of a Condominium Unit in the project of which the board of managers has received notice pursuant to Section 11.06(d)(i) above.

(v) The by-laws of the condominium may have additional provisions addressing rights and obligations respecting Condominium Unit Owners, the board of managers, declarant, mortgagees, lien holders and receivers, provided same do not conflict with this Section 11.06(d). In the event of conflict between Section 11.06(d) and the by-laws of a particular condominium project, the provisions of Section 11.06(d) shall prevail.

Section 11.07 Right of Association to Transfer Interest. Notwithstanding any other provision herein to the contrary, but subject to the provisions of the Restrictive Declaration and all other Project Documents, the Association and its successors shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation or trust and, upon such assignment, the successor corporation or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation or trust had been an original party. Any such assignment shall be accepted by the successor corporation or trust under a written agreement pursuant to which the successor corporation or trust expressly assumes all the duties and obligations of the Association.

Section 11.08 Right of Association to Transfer Functions. Unless otherwise specifically prohibited herein or the Certificate of Incorporation or By-Laws of the Association, any and all functions of the Association shall be fully transferable in whole or in part to any other property owners' association or similar entity, or to the City of New York.

Section 11.09 Rights of the City of New York. Notwithstanding anything in this Declaration to the contrary, if the Association (or any successor entity as contemplated above) shall cease to exist, be unable or unwilling to act, or be in default under the Restrictive Declaration, the City of New York shall have the right, but not the obligation, to (i) act in the place and stead of the Association (or its successor) and be subrogated to all of the Association's (or its successor's) rights against

any person or entity, and (ii) take any action necessary or appropriate to cure any default by the Association (or its successor), or to protect and preserve the rights of the City of New York under the Restrictive Declaration, including, without limitation, commencing legal actions or proceedings necessary or appropriate against the Association (or its successor) or any of its Members, for the purpose of protecting the City's rights under the Restrictive Declaration.

HUDSON WATERFRONT ASSOCIATES, L.P.
By: Hudson Waterfront Corporation

By: _____
Name: Paul VanDien Davis
Office: Vice President

HUDSON WATERFRONT ASSOCIATES I, L.P.
By: Hudson Waterfront I Corporation

By: _____
Name: Paul VanDien Davis
Office: Vice President

HUDSON WATERFRONT ASSOCIATES II, L.P.
By: Hudson Waterfront II Corporation

By: _____
Name: Paul VanDien Davis
Office: Vice President

HUDSON WATERFRONT ASSOCIATES III, L.P.
By: Hudson Waterfront III Corporation

By: _____
Name: Paul VanDien Davis
Office: Vice President

HUDSON WATERFRONT ASSOCIATES IV, L.P.
By: Hudson Waterfront IV Corporation

By: _____
Name: Paul VanDien Davis
Office: Vice President

HUDSON WATERFRONT ASSOCIATES V, L.P.
By: Hudson Waterfront V Corporation

By: _____
Name: Paul VanDien Davis
Office: Vice President

REEL 2554 PG 0537

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 26th day of August, 1997, before me personally came Paul VanDien Davis, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at [redacted]; that he is a Vice President of Hudson Waterfront Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES, L.P.

Notary Public

SUSANNE M. CONNOLLY
Notary Public, State of New York
No. 02CO6063348
Qualified in New York County
Commission Expires July 22, 1998

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 26th day of August, 1997, before me personally came Paul VanDien Davis, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at [redacted]; that he is a Vice President of Hudson Waterfront I Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES I, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES I, L.P.

Notary Public

SUSANNE M. CONNOLLY
Notary Public, State of New York
No. 02CO6063348
Qualified in New York County
Commission Expires July 22, 1998

08424-00022/322821.19

REEL 2354 PG 0508

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 26th day of August, 1997, before me personally came Paul VanDien Davis, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at [redacted]; that he is a Vice President of Hudson Waterfront II Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES II, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES II, L.P.

Notary Public

SUSANNE M. CONNOLLY
Notary Public, State of New York
No. 02CO5063440
Qualified in New York County
Commission Expires July 22, 1998

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 26th day of August, 1997, before me personally came Paul VanDien Davis, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at [redacted]; that he is a Vice President of Hudson Waterfront III Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES III, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES III, L.P.

Notary Public

SUSANNE M. CONNOLLY
Notary Public, State of New York
No. 02CO5063440
Qualified in New York County
Commission Expires July 22, 1998

08424-00022/322821.19

REL 2554 PG 0599

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 26th day of August, 1997, before me personally came Paul VanDien Davis, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at [redacted]; that he is a Vice President of Hudson Waterfront IV Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES IV, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES IV, L.P.

Notary Public

SUSANNE M. CONNOLLY
Notary Public, State of New York
No. 02C05083440
Qualified in New York County
Commission Expires July 2d, 1999

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 26th day of August, 1997, before me personally came Paul VanDien Davis, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at [redacted]; that he is a Vice President of Hudson Waterfront V Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES V, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES V, L.P.

Notary Public

SUSANNE M. CONNOLLY
Notary Public, State of New York
No. 02C05083440
Qualified in New York County
Commission Expires July 2d, 1999

08424-00022/322821.19

REEL 2554 PG 0590

EXHIBIT A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:-

BEGINNING at the corner formed by the intersection of the northerly side of West 59th Street with the westerly side of West End Avenue;

RUNNING THENCE Northerly along the westerly side of West End Avenue, 567 feet;

THENCE Northwesterly along a line which forms an angle on its northerly side with West End Avenue of 75 degrees 16 minutes 43 seconds, 118 feet;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 128 degrees 13 minutes 34 seconds, 492 feet 10-½ inches to a point of curvature;

THENCE continuing northerly along a curve to the right having a radius of 850 feet, a central angle of 21 degrees 36 minutes 47 seconds, 320 feet 7-5/8 inches;

THENCE Easterly along a radial line, 1 foot 0-¼ inch;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 88 degrees 07 minutes 30 seconds, 366 feet 9-¼ inches;

THENCE Northwesterly along a line which forms an angle on its westerly side with the preceding course of 132 degrees 55 minutes 00 seconds, 2 feet 8 inches;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 133 degrees 01 minutes 00 seconds, 23 feet 9-¼ inches;

THENCE Easterly along a line which forms an angle on its southerly side with the preceding course of 90 degrees 11 minutes 00 seconds, 4 feet 1 inch;

THENCE Northerly along a line which forms an angle on its westerly side with the preceding course of 81 degrees 17 minutes 30 seconds, 13 feet 7-1/8 inches;

THENCE Easterly along a line which forms an angle on its southerly side with the preceding course of 81 degrees 00 minutes 30 seconds, 35 feet 9-1/8 inches to the intersection of the westerly side of Freedom Place with the southerly side of West 66th Street;

REEL 2554 PG 0591

EXHIBIT A
(continued)

THENCE Northerly on a curve to the right having a radius of 4967 feet 0 inches, a central angle of 2 degrees 09 minutes 29 seconds, 187 feet 0-7/8 inch along the westerly side of Freedom Place to a point of tangency;

THENCE still northerly along the westerly side of Freedom Place, 930 feet 7-7/8 inches to the northerly side of West 70th Street;

THENCE still northerly along a prolongation northerly of the westerly side of Freedom Place, 470 feet 11-¼ inches to the southerly side of West 72nd Street;

THENCE Westerly along the southerly side of West 72nd Street, 443 feet 10 inches;

THENCE Southerly at right angles to the preceding course, 435 feet 2 inches;

THENCE Southwesterly along a line which forms an angle on its westerly side of 161 degrees 33 minutes 54 seconds with the preceding course, 94 feet 10-3/8 inches to the southerly line of West 70th Street, as said Street is located pursuant to Plans and Profiles prepared pursuant to Chapter 677, Laws of 1928, as amended and filed October 29, 1929 in the Office of the Register of New York County as Map No. 2294, (the "Map No. 2294");

THENCE Westerly along the southerly line of West 70th Street, as shown on Map No. 2294, 576 feet 8-3/8 inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly along the easterly line of Thirteenth Avenue as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 69th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 69th Street, as shown on map No. 2294, 541 feet 0-3/8 inch to a point in the United States modified Bulkhead Line approved by the Secretary of War, February 8, 1930 (the "1930 USBH Line");

THENCE Southerly, along the 1930 USBH Line 60 feet 0 inches to the southerly line of West 69th Street, as shown on map No. 2294;

THENCE Westerly, along the southerly line of West 69th Street, as shown on Map No. 2294, 539 feet 4 inches to the easterly line of Thirteenth Avenue, as shown on map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 68th Street, as shown on Map No. 2294;

REEL 2554 PG 0592

EXHIBIT A
(continued)

THENCE Easterly, along the northerly line of West 68th Street, as shown on Map No. 2294, 533 feet 7-7/8 inches to the 1930 USBH Line;

THENCE Southerly, along the 1930 USBH Line, 60 feet 0 inches to the southerly line of West 68th Street, as shown on map No. 2294;

THENCE Westerly, along the southerly line of West 68th Street, as shown on map No. 2294, 531 feet 11¼ inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 67th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 67th Street, as shown on Map No. 2294, 526 feet 3-¼ inches to the 1930 USBH Line;

THENCE Southerly, along the 1930 USBH Line, 60 feet 0 inches to the southerly line of West 67th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 67th Street, as shown on Map No. 2294, 524 feet 7-1/8 inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on map No. 2294, 200 feet 11 inches to the northerly line of West 66th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 66th Street, as shown on Map No. 2294, 518 feet 11 inches to the 1930 USBH Line;

THENCE Southerly, along the 1930 USBH Line, 60 feet 0 inches to the southerly line of West 66th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 66th Street, as shown on Map No. 2294, 517 feet 2-¼ inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 65th Street, as shown on Map No. 2294;

REEL 2554 PG 0593

EXHIBIT A
(continued)

THENCE Easterly, along the northerly line of West 65th Street, as shown on map No. 2294, 511 feet 6-5/8 inches to the United States Bulkhead Line approved by the Secretary of War, March 26, 1927 (the "1927 USBH Line");

THENCE Southerly, along the 1927 USBH Line, 320 feet 10 inches to the southerly line of West 64th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 64th Street, as shown on Map No. 2294, 502 feet 5-7/8 inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on map No. 2294, 200 feet 11 inches to the northerly line of West 63rd Street, as shown on Map No. 2294;

THENCE Easterly along the northerly line of West 63rd Street, as shown on Map No. 2294, 496 feet 9-¼ inches to the 1927 USBH Line;

THENCE Southerly along the 1927 USBH Line, 320 feet 10 inches to a point;

THENCE Southerly, along the bulkhead line established by the Board of Commissioners of The Central Park pursuant to Chapter 697 of the Laws of 1867 and identified on Map filed in the Office of the Register of New York County as Map #685 (the "1867 NYBH Line"), 201 feet 1-5/8 inches to a point in the United States Bulkhead Line approved by the Secretary of War July 31, 1941 (the "1941 USBH Line") and the northerly line of West 61st Street, as shown on Map No. 2294;

~~THENCE Easterly, along the northerly line of West 61st Street, as shown on Map No. 2294, and the 1941 USBH Line, 38 feet 10-¼ inches;~~

THENCE Southerly, along the 1941 USBH Line, 60 feet 0 inches to the southerly line of West 61st Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 61st Street, as shown on Map No. 2294, 35 feet 6-¼ inches to the 1867 NYBH Line;

THENCE Southerly, along the 1867 NYBH Line, 201 feet 1-5/8 inches to the northerly line of West 60th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 60th Street, as shown on Map No. 2294, 24 feet 5-¼ inches to the 1941 USBH Line;

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EXHIBIT A
(continued)

THENCE Southerly, along the 1941 USBH Line, 60 feet 0 inches to the southerly line of West 60th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 60th Street, as shown on Map No. 2294, 523 feet 0-1/8 inch to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 59th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 59th Street, as shown on Map No. 2294, and along the northerly line of West 59th Street, 1567 feet 4 inches to the point or place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM all that portion of the hereinafter described parcel of land situate, lying and being in the Borough of Manhattan, County, City and State of New York, which lies below the horizontal plane, the elevation of which is 18.00 feet above the top of the highest rail of the existing railroad located within said hereinafter described parcel and which is bounded by and lie within the vertical planes which are respectively formed by projecting vertically upwards to said horizontal plane, the easterly and westerly boundaries of that certain plot, piece or parcel of land described as follows:

BEGINNING at a point on the westerly side of West End avenue, distant northerly 191 feet 9-½ inches from the corner formed by the intersection of the westerly side of West End Avenue with the northerly side of West 59th Street;

RUNNING THENCE Northerly on a line which forms an angle on its easterly side of 19 degrees 37 minutes 20 seconds with the westerly side of West End Avenue, 72 feet 4-½ inches to a point of curvature;

THENCE Northerly on a curve to the right having a radius of 73 feet 2-½ inches, a central angle of 12 degrees 13 minutes 03 seconds, 15 feet 7-3/8 inches to a point of tangency;

THENCE continuing northerly, 151 feet 9-½ inches to a point of curvature;

THENCE continuing northerly on a curve to the left having a radius of 506 feet 8 inches, a central angle of 16 degrees 00 minutes 30 seconds, 141 feet 6-½ inches to a point;

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EXHIBIT A
(continued)

THENCE continuing northerly, 34 feet 0-1/8 of an inch;

THENCE Northwesterly along a line which forms an angle on its southerly side of 128 degrees 08 minutes 04 seconds with the preceding course, 16 feet 1-5/8 inches;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 128 degrees 12 minutes 34 seconds, 492 feet 10-½ inches to a point of curvature;

THENCE continuing northerly along a curve to the right having a radius of 850 feet, a central angle of 21 degrees 36 minutes 47 seconds, 320 feet 7-5/8 inches;

THENCE Easterly along a radial line, 1 foot 0-½ inch;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 88 degrees 07 minutes 30 seconds, 179 feet 9 inches;

THENCE continuing northerly along a line which on its easterly side forms an angle with the preceding course of 183 degrees 43 minutes 06 seconds, 627 feet 0-½ inch to a point of curvature;

THENCE continuing northerly along a curve to the left having a radius of 987 feet 4-½ inches, a central angle of 5 degrees 17 minutes 45 seconds, 91 feet 3-1/8 inches to a point of tangency;

THENCE continuing northerly, 1091 feet 7-7/8 inches to the southerly side of West 72nd Street;

THENCE Westerly along the southerly side of West 72nd Street, 55 feet 8-½ inches;

THENCE Southerly along a line which forms an angle of 80 degrees 59 minutes 09 seconds on its easterly side with the preceding course, 1100 feet 4-½ inches to a point of curvature;

THENCE continuing southerly along a curve to the right having a radius of 932 feet 4-½ inches, a central angle of 5 degrees 17 minutes 45 seconds, 86 feet 2-1/8 inches to a point of tangency;

THENCE Southerly, 835 feet 6-7/8 inches to a point of curvature;

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EXHIBIT A
(continued)

THENCE Southerly along a curve to the left having a radius of 878 feet 2 inches, a central angle of 19 degrees 41 minutes 41 seconds, 301 feet 10-3/8 inches to a point of tangency;

THENCE Southerly, 540 feet 10 inches to a point of curvature;

THENCE Southerly along a curve to the right having a radius of 451 feet 8 inches a central angle of 16 degrees 00 minutes 30 seconds, 126 feet 2-3/8 inches to a point of tangency;

THENCE Southerly, 151 feet 9-¼ inches to a point of curvature;

THENCE Southerly along a curve to the left having a radius of 128 feet 2-¾ inches, a central angle of 12 degrees 13 minutes 03 seconds, 27 feet 4-1/8 inches to a point of tangency;

THENCE Southerly, 226 feet 7-7/8 inches to the westerly side of West End Avenue;

THENCE Northerly along the westerly side of West End Avenue, 163 feet 9-3/8 inches to the point or place of BEGINNING.

Together with the benefit of the easements set forth in the order directing the correction of conveyance documents between The Owasco River Railway and Consolidated Rail Corporation listed and identified in Appendix A of the order filed October 29, 1981, In The Matter of Regional Rail Reorganization Proceedings, Special Court, Regional Rail Reorganization Act 1973, Misc. No. 75-3 (A), (The "ORDER"), a certified copy of which ORDER was recorded December 3, 1981 in the Office of the Register of New York County, City and State of New York in Reel 594 Page 491.

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

FOR CONVEYANCING ONLY TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

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12271 PG 2353

EXHIBIT B

SO LT ORIGINAL

PARCEL DEPO

All street lines and park lines noted herein are as shown on Alteration Map Acc N° 30140 dated May 15, 1992.

BEGINNING at a point in the westerly line of Freedom Place distant 180'-2 1/2" southerly from the corner formed by the intersection of the southerly line of W. 70th Street with the westerly line of Freedom Place;

1) Running thence southerly, along the westerly line of Freedom Place, 661'-5 1/2" to a point of curvature therein;

2) Thence southerly, still along the westerly line of Freedom Place and its prolongation southerly, on the arc of a circle curving to the left having a radius of 4967'-0" and an included angle of 2°-09'-29", 187'-0 7/8" to a point in the southerly line of West 66th Street;

3) Thence westerly, along the southerly line of West 66th Street, 35'-9 1/8";

4) Thence southerly, along a line forming an angle of 81°-00'-30" on its easterly side with the preceding course, 13'-7 1/8";

5) Thence westerly, along a line forming an angle of 81°-17'-30" on its northerly side with the preceding course, 4'-1";

6) Thence southerly, along a line forming an angle of 90°-11'-00" on its easterly side with the preceding course, 23'-9 1/4";

7) Thence southeasterly, along a line forming an angle of 133°-01'-00" on its easterly side with the preceding course, 3'-8";

8) Thence southerly, along a line forming an angle of 131°-55'-00" on its westerly side with the preceding course, 216'-8 7/8";

9) Thence westerly, along a line at right angles to the preceding course and parallel with the southerly line of West 66th Street, 216'-3" to a point in the westerly line of Riverside Drive;

10) Thence northerly, along the westerly line of Riverside Drive on the arc of a circle curving to the left having a radius of 3245'-0 " and an included angle of 16°-40'-47", 653'-6 3/4" to a point of tangency;

11) Thence northerly, still along the westerly line of Riverside Drive, 144'-4 7/8";

12) Thence southwesterly, along a line forming an angle of 71°-15'-12" on its southerly side with the preceding course, 35'-0";

13) Thence northwesterly, at right angles to the preceding course, 22'-0";

14) Thence southwesterly, at right angles to the preceding course, 220'-6 1/2";

15) Thence northerly, along a line forming an angle of 37°-00'-00" on its easterly side with the preceding course, 418'-7 3/8";

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16) Thence westerly, at right angles to the preceding course, 25'-0";

17) Thence southwesterly, along a line forming an angle of 147°-00'-00" on its southeasterly side with the preceding course 284'-0" to a point in the westerly prolongation of the northerly line of former West 69th Street;

18) Thence westerly, along the westerly prolongation of the northerly line of former West 69th Street, 113'-11";

19) Thence northeasterly, along a line forming an angle of 33°-00'-00" on its southeasterly side with the preceding course, 272'-1 1/2";

20) Thence still northeasterly, along a line forming an angle of 207°-00'-00" on its southeasterly side with the preceding course, 45'-9" to a point in the U.S. Modified Bulkhead line approved by The Secretary of War, February 5, 1930;

21) Thence northerly, along said Bulkhead line forming an angle of 150°-00'-00" on its westerly side with the preceding course, 13'-0" to a point in the westerly prolongation of the former southerly line of West 70th Street;

22) Thence easterly along the westerly prolongation of the former southerly line of West 70th Street at right angles to the preceding course, 30'-0";

23) Thence northerly, along a line forming an angle of 108°-26'-06" on its westerly side with the preceding course 94'-10 3/8";

24) Thence northerly, along a line forming an angle of 161°-33'-54" on its westerly side with the preceding course, 435'-2" to a point in the westerly prolongation of the southerly line of West 72nd Street;

25) Thence easterly, along the westerly prolongation of the southerly line of West 72nd Street, 271'-9 3/8" to a point in the westerly line of Riverside Drive;

26) Thence southerly, along the westerly line of Riverside Drive on the arc of a circle curving to the left having a radius of 200'-0" and an included angle of 33°-45'-27", 117'-10" to a point of compound curve;

27) Thence southerly, still along the westerly line of Riverside Drive on the arc of a circle curving to the left having a radius of 2680'-0" and an included angle of 7°-10'-49", 335'-10 3/8";

28) Thence southwesterly, along a line forming an angle of 151°-04'-04" on its southeasterly side with the radial line of the preceding course, 99'-6 1/4" to a point in the easterly line of a park;

29) Thence southerly, along the easterly line of a park on the arc of a circle curving to the left whose radial line forms an angle of 22°-34'-23" on its northerly side with the preceding course, having a radius of 2104'-3" and an included angle of 5°-22'-59", 197'-8 3/8" to a point of tangency;

30) Thence southerly, still along the easterly line of a park, 286'-4 1/2";

31) Thence northeasterly along a line forming an angle of 72°-48'-36" on its northwesterly side with the preceding course, 40'-10 1/8" to a point in the westerly line of Riverside Drive;

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12) Thence northerly, along the westerly line of Riverside Drive, 25'-7" to a point of curvature;

13) Thence northerly, still along the westerly line of Riverside Drive on the arc of a circle curving to the right having a radius of 3880'-0" and an included angle of 4'-[illegible]-51", 187'-9 1/8";

14) Thence easterly, along a line forming an angle of 10'-14'-21" on its northerly side with the radial line of the preceding course, 289'-9 1/8" to the point or place of BEGINNING.

Excluding therefrom all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point distant 188'-3 1/2" south of the southerly line of West 70th Street as measured along the westerly line of Freedom Place and 5'-1 1/8 west of the westerly line of Freedom Place as measured along a line drawn parallel with the southerly line of West 70th Street;

1) Running thence southerly, along a line forming an angle of 89°-59'-03" on its easterly side with the previous line drawn parallel with the southerly line of West 70th Street, 391'-5 1/2" to a point of curvature;

2) Thence southerly, on the arc of a circle curving to the right having a radius of 907'-4 3/4" and an included angle of 5°-17'-45", 83'-3 3/8" to a point of tangency;

3) Thence southerly, 627'-0 3/8";

4) Thence still southerly, along a line forming an angle of 176°-16'-94" on its westerly side with the preceding course, 29'-8 7/8";

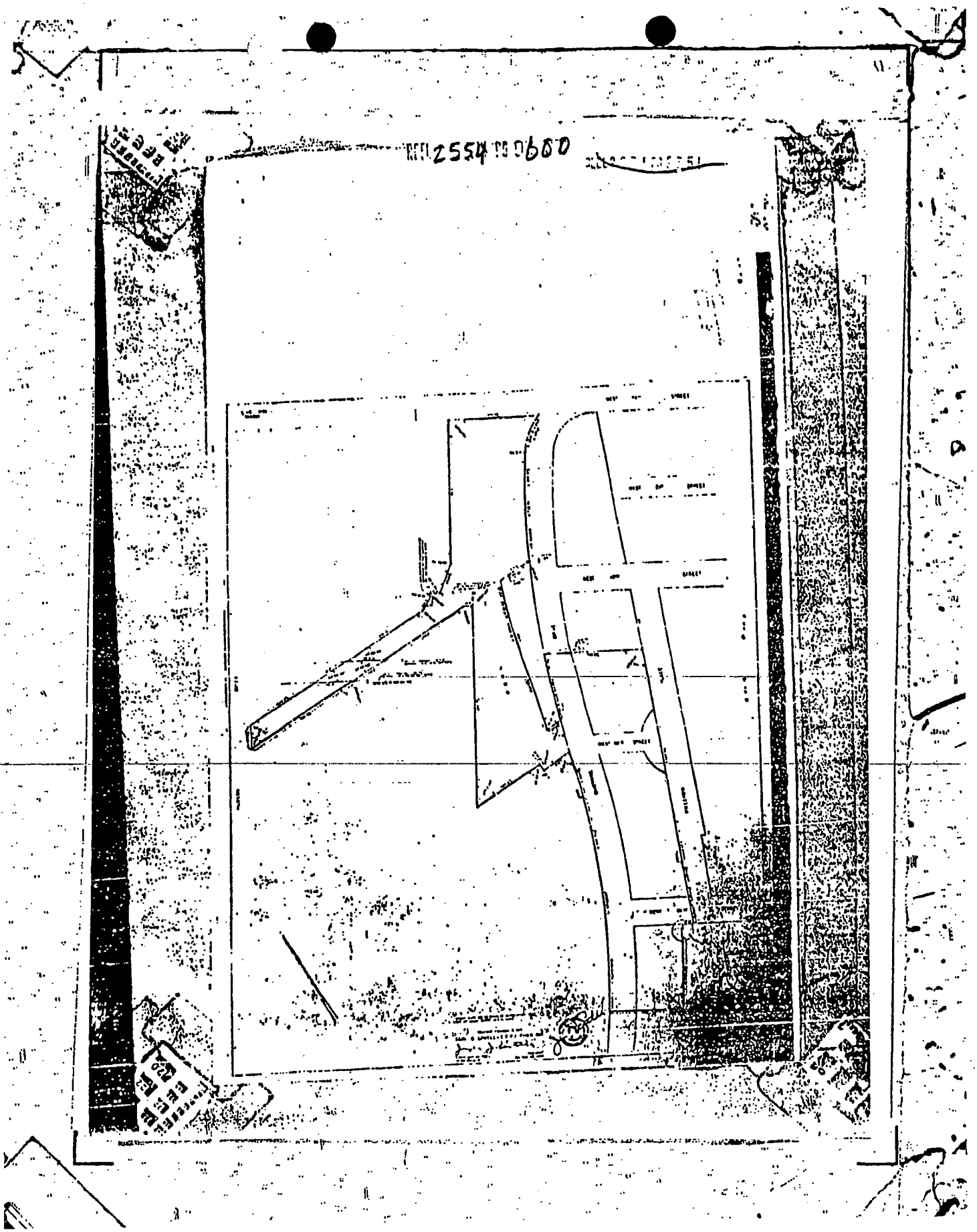
5) Thence westerly, at right angles to the preceding course, 83'-2 1/4";

6) Thence northerly, along a line forming an angle of 93°-43'-06" on its easterly side with the preceding course 653'-3" to a point of curvature;

7) Thence northerly, on the arc of a circle curving to the left having a radius of 932'-4 3/4" and an included angle of 5°-17'-45", 86'-2 1/8" to a point of tangency;

8) Thence northerly, 300'-2 1/4";

9) Thence westerly, parallel with the southerly line of West 70th Street, 58'-8 1/4" to the point or place of BEGINNING.



REEL 2554 PG 0801

EXHIBIT C

HWI Premises
(see attached)

REEL 2554 PG 0602

November 15, 1995

PARCEL D

BEGINNING at the corner formed by the intersection of the northerly line of West 68th Street with the easterly line of Riverside Drive:

1) Running thence N.14°-15'-12"W., along the easterly line of Riverside Drive, 94'-11 1/2" to a point of curvature;

2) Thence northerly, still along the easterly line of Riverside Drive on the arc a circle curving to the right having a radius of 2600'-0" and an included angle of 3°-41'-44", 167'- 8 3/8";

3) Thence DUE EAST, 207'-8 1/8" to a point in the westerly line of Freedom Place;

4) Thence S.9°-00'-53"E., along the westerly line of Freedom Place, 192'-3";

5) Thence southerly, still along the westerly line of Freedom Place on the arc of a circle curving to the left having a radius of 115'-0" and an included angle of 38°-23'-56", 77'- 0 7/8" to the corner formed by the intersection of the northerly line of the northerly line of West 68th Street with the westerly line of Freedom Place;

6) Thence DUE WEST, along the northerly line of West 68th Street, 141'-3 3/8" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the northerly line of West 68th Street distant 128'-0 3/8" easterly from the corner formed by the intersection of the northerly line of West 68th Street with the easterly line of Riverside Drive:

1) Running thence N.9°-00'-51"W., 258'-11 3/4";

2) Thence DUE EAST, 55'-8 1/4";

3) Thence S.9°-00'-51"E., 196'-5 5/8" to a point in the westerly line of Freedom Place;

4) Thence southerly, along the westerly line of Freedom Place on the arc of a circle curving to the left having a radius of 115'-0" and an included angle of 35°-21'-05", 70'-11 1/2" to the corner formed by the intersection of the northerly line of West 68th Street with the westerly line of Freedom place;

5) Thence DUE WEST, along the northerly line of West 68th Street, 13'-3" to the point or place of BEGINNING.

REL 2554 PG 0603

November 15, 1995

PARCEL E

BEGINNING at the corner formed by the intersection of the southerly line of West 68th Street with the easterly line of Riverside Drive:

1) Running thence DUE EAST, along the southerly line of West 68th Street, 131'-3 3/8" to the corner formed by the intersection of the southerly line of West 68th Street with the westerly line of Freedom Place;

2) Thence southerly, along the westerly line of Freedom Place on the arc of a circle curving to the left having a radius of 115'-0" and an included angle of 46°-26'-54", 93'-2 3/4";

3) Thence S.9°-00'-53"E., still along the westerly line of Freedom Place, 166'-11 7/8";

4) Thence DUE WEST, 164'-6 1/4" to a point in the easterly line of Riverside Drive;

5) Thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to the left having a radius of 2325'-0" and an included angle of 3°-03'-14", 123'-11 1/8" to a point of tangency;

6) Thence N. 14°-15'-12"W., still along the easterly line of Riverside Drive, 113'-5 1/2" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the southerly line of West 68th Street distant 122'-3 3/4" easterly from the corner formed by the intersection of the southerly line of West 68th Street with the easterly line of Riverside Drive:

1) Thence S.9°-00'-51"E., 40'-5 1/2" to a point of curvature;

2) Thence southerly, on the arc of a circle curving to the right having a radius of 932'-4 3/4" and an included angle of 5°-17'-45", 86'-2 1/8" to a point of tangency;

3) Thence S.3°-43'-06"E., 105'-5 3/4";

4) Thence DUE EAST, 55'-1 1/2"

5) Thence N.3°-43'-06"W., 109'-0 5/8" to a point of curvature;

6) Thence northerly, on the arc of a circle curving to the left having a radius of 987'-4 3/4" and an included angle of 3°-26'-15", 59'-2 7/8" to a point in the westerly line of Freedom Place;

7) Thence northerly, along the westerly line of Freedom Place on the arc of a circle curving to the right having a radius of 115'-0" and an included angle of 43°-04'-53", 86'-5 5/8" to the corner formed by the intersection of the southerly line of West 68th Street with the westerly line of Freedom Place;

8) Thence DUE WEST, along the southerly line of West 68th Street, 8'-11 5/8" to the point or place of BEGINNING.

REEL 2554 PG 0404

November 15, 1995

PARCEL F

BEGINNING at the corner formed by the intersection of the northerly line of West 66th Street wit the easterly line of Riverside Drive:

1) Running thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to the left having a radius of 2325'-0" and an included angle of 5°-15'-22", 213'-3 1/2";

2) Thence DUE EAST, 164'-6 1/4" to a point in the westerly line of Freedom Place;

3) Thence S.9°-00'-53"E., along the westerly line of Freedom Place, 108'-0" to a point of curvature;

4) Thence southerly, still along the westerly line of Freedom Place on the arc of a circle curving to the left having a radius of 4967'-0" and an included angle of 1°-13'-08", 105'-7 7/8" to the corner formed by the intersection of the northerly line of West 66th Street with the westerly line of Freedom Place;

5) Thence DUE WEST, along the northerly line of West 66th Street, 167'-4" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the northerly line of West 66th Street distant 71'-8 3/4" easterly from the corner formed by the intersection of the northerly line of West 66th Street with the easterly line of Riverside Drive:

1) Running thence N.3°-43'-06"W., 211'-3 3/8";

2) Thence DUE EAST, 55'-1 1/2";

3) Thence S.3°-43'-06"E., 211'-3 3/8" to a point in the northerly line of West 66th Street;

4) Thence DUE WEST, along the northerly line of West 66th Street, 55'-1 3/8" to the point or place of BEGINNING.

REEL 2554 PG 0605

November 15, 1995

PARCEL G

BEGINNING at the corner formed by the intersection of the southerly line of West 66th Street with the easterly line of Riverside Drive;

1) Running thence DUE EAST, along the southerly line of West 66th Street, 139'-9 1/8";

2) Thence S.8°-59'-30"E., 13'-7 1/8";

3) Thence S.89°-43'-00"W., 4'-1";

4) Thence S.0°-06'-00"E., 23'-9 1/4";

5) Thence S.47°-05'-00"E., 2'-8";

6) Thence DUE SOUTH, 216'-8 7/8";

7) Thence DUE WEST, 136'-2 1/4" to a point in the easterly line of Riverside Drive;

8) Thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to the left having a radius of 2325'-0" and an included angle of 6°-18'-26", 255'-11 1/4" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the southerly line of West 66th Street distant 70'-0" easterly from the corner formed by the intersection of the southerly line of West 66th Street with the easterly line of Riverside Drive;

1) Running thence DUE EAST, along the southerly line of West 66th Street, 55'-1 3/8";

2) Thence S.3°-43'-06"E., 226'-6 3/8";

3) Thence DUE SOUTH, 29'-8 7/8";

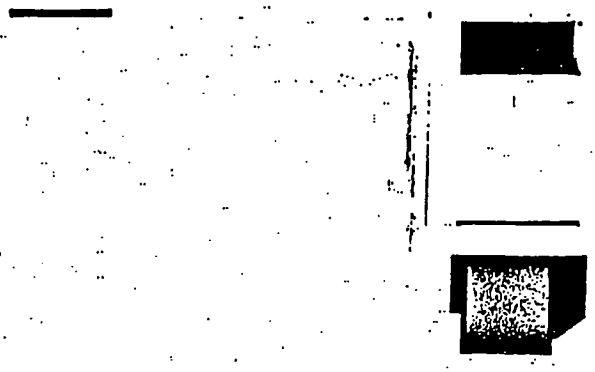
4) Thence DUE WEST, 53'-2 1/4";

5) Thence N.3°-43'-06"W., 256'-3 7/8" to the point or place of BEGINNING.

REEL 2554 PG 0506

EXHIBIT D

HWII Premises
(see attached)



REEL 2554 PG 0607

November 15, 1995

PARCEL A

BEGINNING at a point in the southerly line of West 72nd Street, distant 596'-2" westerly from the corner formed by the intersection of the westerly line of West End Avenue with the southerly line of West 72nd Street;

1) Running thence S.9°-00'-53"E., 212'-0";

2) Thence DUE WEST, 168'-6 3/8" to a point in the easterly line of Riverside Drive;

3) Thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to right, having a radius of 2600'-0" and an included angle of 2°-06'-53", 95'-11 1/2" to a point of compound curvature;

4) Thence still northerly, along the easterly line of Riverside Drive, on the arc of a circle curving to the right, having a radius of 120'-0" and an included angle of 86°-53'-15", 181'-11 3/4" to a point of tangency in the southerly line of West 72nd Street;

5) Thence DUE EAST, along the southerly line of West 72nd Street, 12'-0 5/8" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the southerly line of West 72nd Street, distant 601'-3 1/2" westerly from the corner formed by the intersection of the westerly line of West End Avenue with the southerly line of West 72nd Street:

1) Running thence S.9°-00'-51"E., 212'-0";

2) Thence DUE WEST, 55'-8 1/4";

3) Thence N.9°-00'-51"W., 202'-2 3/8" to a point in the southerly line of West 72nd Street;

4) Thence easterly, along the southerly line of West 72nd Street, on the arc of a circle curving to the right, having a radius of 120'-0" and an included angle of 23°-10'-32", 48'-6 1/2" to a point of tangency;

5) Thence DUE WEST, along the southerly line of West 72nd Street, 6'-11 1/8" to the point or place of BEGINNING.

REEL 2554 PG 0105

-November 15, 1995

PARCEL B

BEGINNING at the corner formed by the intersection of the northerly line of West 70th Street with the easterly line of Riverside Drive:

1) Running thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to the right, having a radius of 2600'-0" and an included angle of 5°-38'-31", 256'-0 1/4";

2) Thence DUE EAST, 168'-6 3/8";

3) Thence S.9°-00'-53"E., 258'-11 3/4" to a point in the northerly line of West 70th Street;

4) Thence DUE WEST, along the northerly line of West 70th Street, 200'-11 3/4" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the northerly line of West 70th Street, distant 140'-1 7/8" easterly from the corner formed by the intersection of the easterly line of Riverside Drive with the northerly line of West 70th Street:

1) Running thence N.9°-00'-51"W., 258'-11 3/4")

2) Thence DUE EAST, 55'-8 1/4";

3) Thence S.9°-00'-51"E., 258'-11 3/4" to a point in the northerly line of West 70th Street;

4) Thence DUE WEST, along the northerly line of West 70th Street, 55'-8 1/4" to the point or place of BEGINNING.

REC 2554 PG 0809

November 15, 1995

PARCEL C

BEGINNING at the corner formed by the intersection of the southerly line of West 70th Street, with the easterly line of Riverside Drive:

1) Running thence DUE EAST, along the southerly line of West 70th Street, 205'-11" to the corner formed by the intersection of the southerly line of West 70th Street with the westerly line of Freedom Place;

2) Thence S.9°-00'-53"E., along the westerly line of Freedom Place 188'-2 1/2";

3) Thence DUE WEST, 207'-8 1/8" to a point in the easterly line of Riverside Drive;

4) Thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to the right having a radius of 2600'-0" and an included angle of 4°-08'-33", 187'-11 3/4" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the southerly line of West 70th Street distant 145'-1 1/8" easterly from the corner formed by the intersection of the southerly line of West 70th Street with the easterly line of Riverside Drive:

1) Running thence DUE EAST, along the southerly line of West 70th Street, 55'-8 1/4";

2) Thence S.9°-00'-51"E., 188'-2 1/2";

3) Thence DUE WEST, 55'-8 1/4";

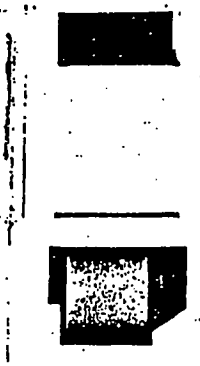
4) Thence N.9°-00'-51"W., 188'-2 1/2" to the point or place of BEGINNING.

REEL 2554 PG 0110

EXHIBIT E

HWIII Premises
(see attached)

08424-00022/322821.19



REC 2554 PG 0611

November 15, 1995

PARCEL H

BEGINNING at the corner formed by the intersection of the northerly line of West 64th Street with the easterly line of Riverside Drive;

1) Running thence northerly, along the easterly line of Riverside Drive on the arc of a circle curving to the left having a radius of 2325'-0" and an included angle of 5°-05'-38", 206'-8 1/2";

2) Thence DUE EAST, 136'-2 1/4";

3) Thence DUE SOUTH, 150'- 0 3/8";

4) Thence S.88°-07'-30"W., 1'-0 3/4";

5) Thence southerly, on the arc of a circle curving to the left, whose radial line bears N.88°-07'-30"E., having a radius of 850'-0" and an included angle of 3°-46'-17", 55'-11 3/8" to a point in the northerly line of West 64th Street;

6) Thence westerly, along the northerly line of West 64th Street, 156'-4 7/8" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the northerly line of West 64th Street distant 114'-3 7/8" easterly from the corner formed by the intersection of the northerly line of west 64th Street with the easterly line of Riverside Drive;

1) Running thence northerly, on the arc of a circle curving to the right, whose radial line bears N.84°-42'-51"E., having a radius of 878'-2" and included angle of 1°-34'-03", 24'-0 1/4";

2) Thence N.3°-43'-06"W., 182'-3 3/4";

3) Thence DUE EAST, 53'-2 1/4";

4) Thence DUE SOUTH, 150'- 0 3/8";

5) Thence S.88°-07'-30"W., 1'-0 3/4";

6) Thence southerly, on the arc of a circle curving to the left whose radial line bears N.88°-07'-30"E., having a radius of 850'-0" and an included angle of 3°46'-17", 55'-11 3/8" to a point in the northerly line of West 64th Street;

7) Thence westerly, along the northerly line of West 64th Street, 42'-1" to the point or place of BEGINNING.

REL 2554 PG 0612

August 9, 1995

PARCEL I

BEGINNING at the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive:

1) Running thence DUE EAST, along the southerly line of West 64th Street, 173'-1 5/8";

2) Thence southerly, partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850'-0" and an included angle of 13°-45'-35", 204'-1 5/8" to a point of tangency;

3) Thence S. 23°-29'-17"E., 2'-11 1/4" to a point in the northerly line of West 63rd Street;

4) Thence DUE WEST, along the northerly line of West 63rd Street, 272'-5 1/2" to the corner formed by the intersection of the northerly line of West 63rd Street with the easterly line of Riverside Drive;

5) Thence northerly, along the easterly line of Riverside Drive, on the arc of a circle curving to the left having a radius of 2325'-0" and an included angle of 4°-58'-31", 201'-10 3/4" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the southerly line of West 64th Street, distant 130'-7 1/8" easterly from the corner formed by the intersection of the southerly line of West 64th Street with the easterly line of Riverside Drive:

1) Running thence DUE EAST, along the southerly line of East 64th Street, 42'-6 1/2";

2) Thence southerly, partly along the westerly line of West 64th Street, on the arc of a circle curving to the left having a radius of 850'-0" and an included angle of 13°-45'-35", 204'-1 5/8" to a point of tangency;

3) Thence S.23°-29'-17"E., 2'-11 1/4" to a point in the northerly line of West 63rd Street;

4) Thence DUE WEST, along the northerly line of West 63rd Street, 45'-4";

5) Thence northerly, on the arc of a circle curving to the right, having a radius of 878'-2" and an included angle of 13°-27'-22", 206'-2 7/8" to the point or place of BEGINNING.

REEL 2554 0613

November 15, 1995

PARCEL J

BEGINNING at the corner formed by the intersection of the southerly line of West 63rd Street with the easterly line of Riverside Drive:

1) Running thence DUE EAST, along the southerly line of West 63rd Street, 291'-1" to the corner formed by the intersection of the southerly line of West 63rd Street with the westerly line of Freedom Place South;

2) Thence DUE SOUTH, along the westerly line of Freedom Place South, 46'-2 7/8" to a point of curvature;

3) Thence southerly, still along the westerly line of Freedom Place South on the arc of a circle curving to the right having a radius of 187'-0" and an included angle of 22°-03'-02", 71'-11 3/4" to a point of tangency;

4) Thence S.22°-03'-02"W., still along the westerly line of Freedom Place South, 54'-7 1/8" to a point of curvature;

5) Thence southerly, still along the westerly line of Freedom Place South on the arc of a circle curving to the left having a radius of 177'-10 3/4" and an included angle of 30°-06'-47", 93'-5 7/8";

6) Thence DUE WEST, 311'-6 7/8" to a point in the easterly line of Riverside Drive;

7) Thence N.14°-17'-27"E., along the easterly line of Riverside Drive, 267'-0 1/2" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly line of West 63rd Street with the westerly line of Freedom Place South:

1) Running thence DUE SOUTH, along the westerly line of Freedom Place South, 46'-2 7/8" to a point of curvature;

2) Thence southerly, along the westerly line of Freedom Place South, on the arc of a circle curving to the right having a radius of 187'-0" and an included angle of 1°-54'-24", 6'-2 3/4";

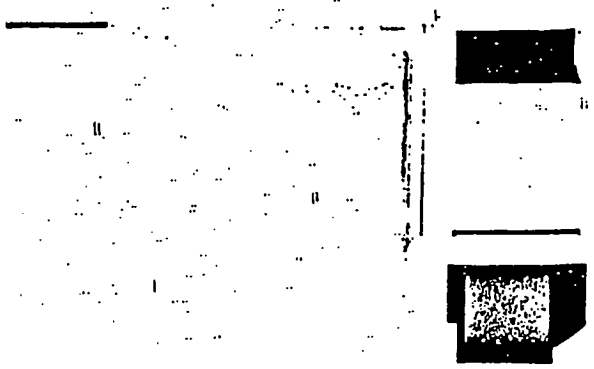
3) Thence N.23°-24'-47"W., 57'-2 1/8" to a point in the southerly line of West 63rd Street;

4) Thence DUE EAST, along the southerly line of West 63rd Street, 22'-9 7/8", to the point or place of BEGINNING.

REEL 2554 PG 0614

EXHIBIT F

HWIV Premises
(see attached)



REEL 2554 PG 0615

August 9, 1995

PARCEL M

BEGINNING at the corner formed by the intersection of the northerly line of West 59th Street with the easterly line of Riverside Drive:

1) Running thence DUE NORTH, along the easterly line of the Riverside Drive, 30'-0" to a point of curvature;

2) Thence northerly, still along the easterly line of Riverside Drive, on the arc of a circle curving to the right having a radius of 1097'-10 3/4" and an included angle of 9°-36'-13", 184'-0 1/4" to a point of tangency;

3) Thence N.9°-36'-13"E., still along the easterly line of Riverside Drive, 9'-7 5/8";

4) Thence DUE EAST, 234'-1 1/4";

5) Thence DUE SOUTH, 222'-8" to a point in the northerly line of West 59th Street;

6) Thence DUE WEST, along the northerly line of West 59th Street, 251'-1 1/4" to the point or place of BEGINNING.

REEL 2554 PG 0616

August 9, 1995

PARCEL L

BEGINNING at the corner formed by the intersection of the southerly line of West 61st Street with the easterly line of Riverside Drive;

1) Running thence DUE EAST, along the southerly line of West 61st Street, 182'-7 1/4";

2) Thence DUE SOUTH, 236'-0";

3) Thence DUE WEST, 234'-1 1/4" to a point in the easterly line of Riverside Drive;

4) Thence N.9°-36'-13"E., along the easterly line of Riverside Drive, 38'-8 5/8" to a point of curvature;

5) Thence northerly, still along the easterly line of Riverside Drive, on the arc of a circle curving to the right having a radius of 1548'-0" and an included angle of 4°-41'-14", 126'-7 5/8" to a point of tangency;

6) Thence N.14°-17'-27"E., still along the easterly line of Riverside Drive, 76'-4" to the point or place of BEGINNING.

REEL 2554 PG 0617

November 15, 1995

PARCEL X

BEGINNING at the corner formed by the intersection of the northerly line of West 61st Street with the westerly line of Freedom Place South:

1) Running thence DUE WEST, along the northerly line of West 61st Street 395'-9 7/8" to a point of curvature;

2) Thence westerly and northerly, along the northerly line of West 61st Street and the easterly line of Riverside Drive, on the arc of a circle curving to the right having a radius of 10'-0" and an included angle of 104°-17'-27", 18'-2 1/2" to a point of tangency;

3) Thence N.14°-17'-27"E., along the easterly line of Riverside Drive, 196'-6";

4) Thence DUE EAST, 311'-6 7/8" to a point in the westerly line of Freedom Place South;

5) Thence southerly, along the westerly line of Freedom Place South, on the arc of a circle curving to the left having a radius of 177'-10 3/4", and an included angle of 13°-59'-17", 43'-5 1/8" to a point of tangency;

6) Thence S.22°-03'-02"E., still along the westerly line of Freedom Place South, 54'-7 1/8" to a point of curvature;

7) Thence southerly, still along the westerly line of Freedom Place South, on the arc of a circle curving to the right having a radius of 187'-0" and an included angle of 22°-03'-02", 71'-11 3/4" to a point of tangency;

8) Thence DUE SOUTH, still along the westerly line of Freedom Place South, 40'-2 7/8" to the point or place of BEGINNING.

REEL 2554 PG 0618

August 9, 1995

PARCEL O

BEGINNING at the corner formed by the intersection of the westerly line of West End Avenue, with the northerly line of West 61st Street;

1) Running thence DUE WEST, 240'-0" to a point in the easterly line of Freedom Place South;

2) Thence DUE NORTH, along the easterly line of Freedom Place South, 40'-2 7/8" to a point of curvature;

3) Thence northerly, along the easterly line of Freedom Place South, on the arc of a circle curving to the left, having a radius of 253'-0" and an included angle of 13°-39'-44", 60'-4";

4) Thence DUE EAST, 54'-7 1/4";

5) Thence DUE NORTH, 102'-10 1/2";

6) Thence DUE EAST, 21'-8 1/4";

7) Thence S.23°-29'-17"E., 142'-4 1/4";

8) Thence S.75°-16'-43"E., 110'-0" to a point in the westerly line of West End Avenue;

9) Thence DUE SOUTH, along the westerly line of West End Avenue, 42'-4" to the point or place of BEGINNING.

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the northerly line of West 61st Street distant 70'-8 1/8" westerly from the corner formed by the intersection of the westerly line of West End Avenue with the northerly line of West 61st Street;

1) Running thence DUE WEST, along the northerly line of West 61st Street, 58'-6 3/4";

2) Thence northerly, on the arc of a circle curving to the left, whose radial line bears N.68°-39'-59"E., having a radius of 451'-8" and an included angle of 2°-04'-46", 16'-4 3/4" to a point of tangency;

3) Thence N.23°-24'-47"W., 143'-7 1/2";

4) Thence DUE NORTH, 55'-11";

5) Thence DUE EAST, 21'-8 1/4";

6) Thence S.23°-29'-17"E., 142'-4 1/4";

7) Thence S.75°-16'-43"E., 16'- 1 3/4";

8) Thence S.23°-24'-47"E., 34'-0 1/8" to a point of curvature;

9) Thence southerly, on the arc of a circle curving to the right, having a radius of 506'-8" and an included angle of 4°-29'-22", 39'-8 3/8" to the point or place of BEGINNING.

REEL 2554 PG 0619

EXHIBIT G

HWY Premises
(see attached)

08424-00022/322821.19

[redacted]

REEL 2554 PG 0620

August 9, 1995

PARCEL N

BEGINNING at the corner formed by the intersection of the northerly line of West 59th Street with the westerly line of West End Avenue;

1) Running thence DUE WEST, along the northerly line of West 59th Street, 548'-10 3/4";

2) Thence DUE NORTH, 458'-8" to a point in the southerly line of West 61st Street;

3) Thence DUE EAST, along the southerly line of West 61st Street, 548'-10 1/2" to the corner formed by the intersection of the southerly line of West 61st Street with the westerly line of West End Avenue;

4) Thence DUE SOUTH, along the westerly line of West End Avenue, 458'-8" to the point or place of BEGINNING

Excluding there from all that portion of the below described parcel lying below an upper limiting plane drawn 18'-4" above top of rail, bounded and described as follows:

BEGINNING at a point in the westerly line of West End Avenue, distant 27'-11 7/8" northerly from the corner formed by the intersection of the northerly line of West 59th Street with the westerly line of West End Avenue;

1) Running thence N.19°-37'-20"W., 226'-7 7/8" to a point of curvature;

2) Thence northerly, on the arc of a circle curving to the right, whose radial line bears N.78°-48'-40"E., having a radius of 128'-2 3/4" and an included angle of 12°-13'-03", 27'-4 1/8" to a point of tangency;

3) Thence N.7°-24'-17"W., 151'-9 3/4" to a point of curvature;

4) Thence northerly, on the arc of a circle curving to the left, having a radius of 451'-8" and an included angle of 5°-10'-03",40'-8 7/8" to a point in the southerly line of West 61st Street;

5) Thence easterly, along the southerly line of West 61st Street, 56'-2 3/8";

6) Thence southerly, on the arc of a circle curving to the right, having a radius of 506'-8" and an included angle of 3°-47'-03", 33'-5 1/2" to a point of tangency;

7) Thence S.7°-24'-17"E., 151'-9 3/4" to a point of curvature;

8) Thence southerly, on the arc of a circle curving to the left, having a radius of 73'-2 3/4" and included angle of 12°-13'-03", 15'-7 3/8" to a point of tangency;

9) Thence S.19°-37'-20"E., 72'-4 3/4" to a point in the westerly line of West End Avenue;

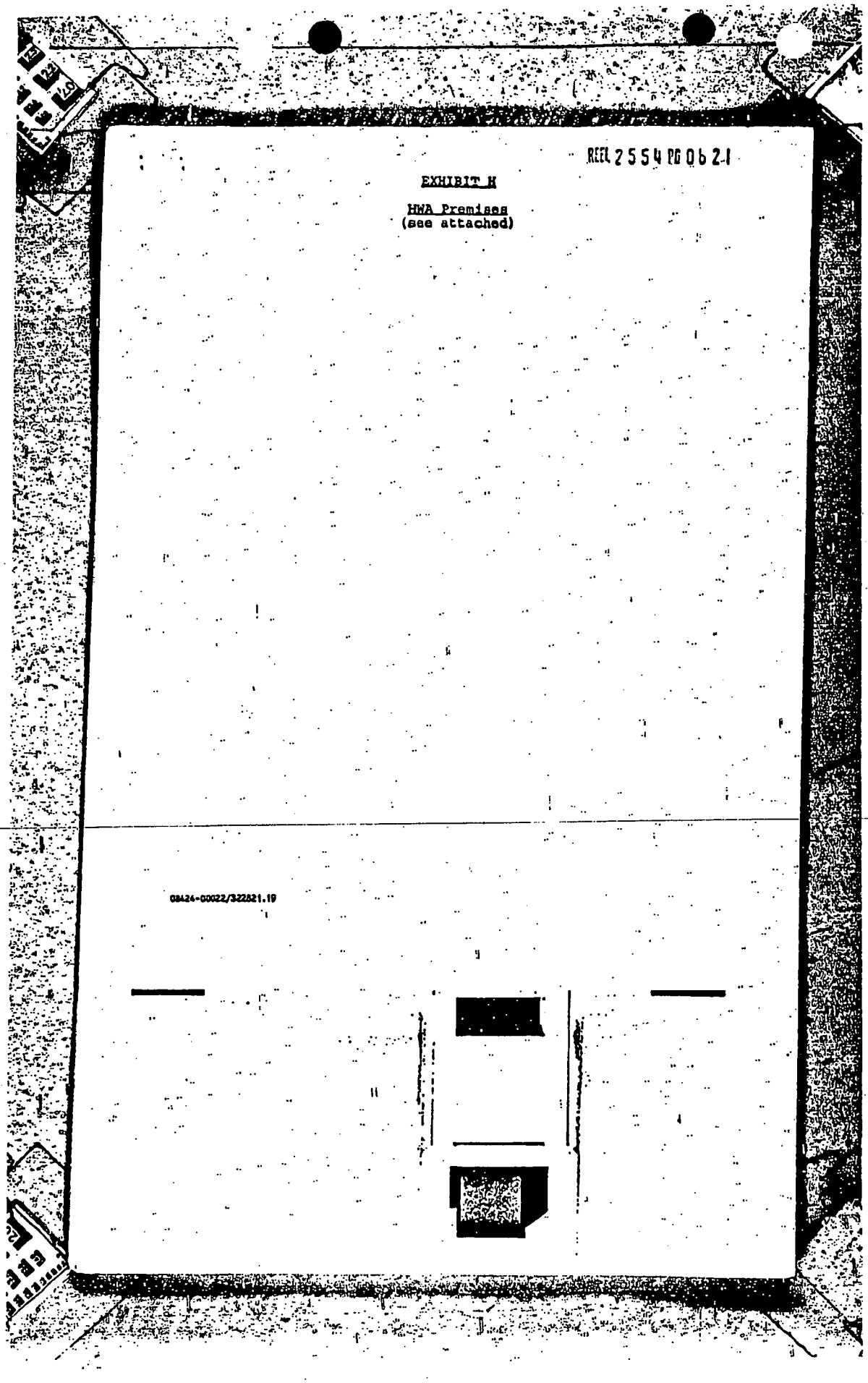
10) Thence DUE SOUTH, along the westerly line of West End Avenue, 163'-9 3/8" to the point or place of BEGINNING.

REEL 2554 PG 0621

EXHIBIT H

HWA Premises
(see attached)

08424-00022/322521.19



REEL 2554 PG 0622

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:-

BEGINNING at the corner formed by the intersection of the northerly side of West 59th Street with the westerly side of West End Avenue;

RUNNING THENCE Northerly along the westerly side of West End Avenue, 567 feet;

THENCE Northwesterly along a line which forms an angle on its northerly side with West End Avenue of 75 degrees 16 minutes 43 seconds, 118 feet;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 128 degrees 12 minutes 34 seconds, 492 feet 10-½ inches to a point of curvature;

THENCE continuing northerly along a curve to the right having a radius of 850 feet, a central angle of 21 degrees 36 minutes 47 seconds, 320 feet 7-5/8 inches;

THENCE Easterly along a radial line, 1 foot 0-¾ inch;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 88 degrees 07 minutes 30 seconds, 366 feet 9-¼ inches;

THENCE Northwesterly along a line which forms an angle on its westerly side with the preceding course of 132 degrees 55 minutes 00 seconds, 2 feet 8 inches;

THENCE Northerly along a line which forms an angle on its easterly side with the preceding course of 133 degrees 01 minutes 00 seconds, 23 feet 9-¼ inches;

THENCE Easterly along a line which forms an angle on its southerly side with the preceding course of 90 degrees 11 minutes 00 seconds, 4 feet 1 inch;

THENCE Northerly along a line which forms an angle on its westerly side with the preceding course of 81 degrees 17 minutes 30 seconds, 13 feet 7-1/8 inches;

THENCE Easterly along a line which forms an angle on its southerly side with the preceding course of 81 degrees 00 minutes 30 seconds, 35 feet 9-1/8 inches to the intersection of the westerly side of Freedom Place with the southerly side of West 60th Street;

THENCE Northerly on a curve to the right having a radius of 4967 feet 0 inches, a central angle of 2 degrees 09 minutes 29 seconds, 187 feet 0-7/8 inch along the westerly side of Freedom Place to a point of tangency;

THENCE still northerly along the westerly side of Freedom Place, 930 feet 7-7/8 inches to the northerly side of West 70th Street;

THENCE still northerly along a prolongation northerly of the westerly side of Freedom Place, 470 feet 11-¾ inches to the southerly side of West 72nd Street;

THENCE Westerly along the southerly side of West 72nd Street, 443 feet 10 inches;

THENCE Southerly at right angles to the preceding course, 435 feet 2 inches;

THENCE Southwesterly along a line which forms an angle on its westerly side of 161 degrees 33 minutes 54 seconds with the preceding course, 94 feet 10-3/8 inches to the southerly line of West 70th Street, as said Street is located pursuant to Plans and Profiles prepared pursuant to Chapter 677, Laws of 1928, as amended and filed October 29, 1929 in the Office of the Register of New York County as Map No. 2294, (the "Map No. 2294");

THENCE Westerly along the southerly line of West 70th Street, as shown on Map No. 2294, 576 feet 8-3/8 inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2284;

THENCE Southerly along the easterly line of Thirteenth Avenue as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 69th Street, as shown on Map No. 2294;

THENCE Easterly along the northerly line of West 69th Street, as shown on map No. 2294, 541 feet 0-3/8 inch to a point in the United States modified Bulkhead Line approved by the Secretary of War, February 5, 1930 (the "1930 USBH Line");

THENCE Southerly, along the 1930 USBH Line 60 feet 0 inches to the southerly line of West 69th Street, as shown on map No. 2294;

THENCE Westerly, along the southerly line of West 69th Street, as shown on Map No. 2294, 539 feet 4 inches to the easterly line of Thirteenth Avenue, as shown on map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 68th Street, as shown on Map No. 2294;

REEL 2554 PG 0624

THENCE Easterly, along the northerly line of West 68th Street, as shown on Map No. 2294, 533 feet 7-7/8 inches to the 1930 USBH Line;

THENCE Southerly, along the 1930 USBH Line, 60 feet 0 inches to the southerly line of West 68th Street, as shown on map No. 2294;

THENCE Westerly, along the southerly line of West 68th Street, as shown on map No. 2294, 531 feet 11 ½ inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2284;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 67th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 67th Street, as shown on Map No. 2294, 526 feet 3-½ inches to the 1930 USBH Line;

THENCE Southerly, along the 1930 USBH Line, 60 feet 0 inches to the southerly line of West 67th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 67th Street, as shown on Map No. 2294, 524 feet 7-1/8 inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on map No. 2294, 200 feet 11 inches to the northerly line of West 66th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 66th Street, as shown on Map No. 2294, 518 feet 11 inches to the 1930 USBH Line;

THENCE Southerly, along the 1930 USBH Line, 60 feet 0 inches to the southerly line of West 66th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 66th Street, as shown on Map No. 2294, 517 feet 2-¾ inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 65th Street, as shown on Map No. 2294;

REEL 2554 PG 0625

THENCE Easterly, along the northerly line of West 65th Street, as shown on map No. 2294, 511 feet 6-5/8 inches to the United States Bulkhead Line approved by the Secretary of War, March 26, 1927 (the "1927 USBH Line");

THENCE Southerly, along the 1927 USBH Line, 320 feet 10 inches to the southerly line of West 64th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 64th Street, as shown on Map No. 2294, 502 feet 5-7/8 inches to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly, along the easterly line of Thirteenth Avenue, as shown on map No. 2294, 200 feet 11 inches to the northerly line of West 63rd Street, as shown on Map No. 2294;

THENCE Easterly along the northerly line of West 63rd Street, as shown on Map No. 2294, 496 feet 9-¾ inches to the 1927 USBH Line;

THENCE Southerly along the 1927 USBH Line, 320 feet 10 inches to a point;

THENCE Southerly, along the bulkhead line established by the Board of Commissioners of The Central Park pursuant to Chapter 697 of the Laws of 1867 and identified on Map filed in the Office of the Register of New York County as Map #685 (the "1867 NYBH Line"), 201 feet 1-5/8 inches to a point in the United States Bulkhead Line approved by the Secretary of War July 31, 1941 (the "1941 USBH Line") and the northerly line of West 61st Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 61st Street, as shown on Map No. 2294, and the 1941 USBH Line, 38 feet 10-½ inches;

THENCE Southerly, along the 1941 USBH Line, 60 feet 0 inches to the southerly line of West 61st Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 61st Street, as shown on Map No. 2294, 35 feet 6-¾ inches to the 1867 NYBH Line;

THENCE Southerly, along the 1867 NYBH Line, 201 feet 1-5/8 inches to the northerly line of West 60th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 60th Street, as shown on Map No. 2294, 24 feet 5-¼ inches to the 1941 USBH Line;

REEL 2554 PG 0626

THENCE Southerly, along the 1941 USBH Line, 60 feet 0 inches to the southerly line of West 60th Street, as shown on Map No. 2294;

THENCE Westerly, along the southerly line of West 60th Street, as shown on Map No. 2294, 623 feet 0-1/8 inch to the easterly line of Thirteenth Avenue, as shown on Map No. 2294;

THENCE Southerly along the easterly line of Thirteenth Avenue, as shown on Map No. 2294, 200 feet 11 inches to the northerly line of West 59th Street, as shown on Map No. 2294;

THENCE Easterly, along the northerly line of West 59th Street, as shown on Map No. 2294, and along the northerly line of West 59th Street, 1567 feet 4 inches to the point or place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM all those certain portions of the above-mentioned property which are hereinafter described as Parcels A through O:

REEL 2554 PG 0627

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL A

Beginning at a point;
a distance of 396.16 feet West of the corner formed by the intersection of the Southerly line of West 72nd Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15, 1992:
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 12.06 feet to a point;
Thence around a curve to the left
through a central angle of 86 Degrees 53 Minutes 12 Seconds
an arc distance of 181.97 feet, a radius of 120.00 feet and
a chord bearing of South 46 Degrees 33 Minutes 20 Seconds West
with a distance of 165.03 feet to a point
Thence around a curve to the left
through a central angle of 02 Degrees 39 Minutes 52 Seconds
an arc distance of 120.91 feet, a radius of 2600.00 feet and
a chord bearing of South 01 Degrees 46 Minutes 48 Seconds West
with a distance of 120.90 feet to a point
Thence South 90 Degrees 00 Minutes 00 Seconds East,
a distance of 172.81 feet to a point;
Thence North 09 Degrees 00 Minutes 53 Seconds West,
a distance of 237.27 feet
to the POINT OF BEGINNING.
Containing 32474.64 square feet or 0.75 acres, more or less.

Excluding the volume within the parcel described below,
from a point 18 feet 4 inches above AMTRAK's top of rail
to the center of the earth:

Beginning at a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 8.92 feet to a point;
Thence around a curve to the left
through a central angle of 26 Degrees 29 Minutes 38 Seconds
an arc distance of 48.54 feet, a radius of 120.00 feet and
a chord bearing of South 78 Degrees 24 Minutes 25 Seconds West
with a distance of 48.21 feet to a point
Thence South 09 Degrees 00 Minutes 51 Seconds East,
a distance of 227.45 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds East,
a distance of 55.89 feet to a point;
Thence North 09 Degrees 00 Minutes 51 Seconds West,
a distance of 237.28 feet
to the POINT OF BEGINNING.
Containing 12898.48 square feet or 0.30 acres, more or less.

Plot date: 11/29/94 at 12:00 p.m.

REEL 2554 PG 0628

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL B

Beginning at a point;
a distance of 723.34 feet West of the corner formed by the intersection of the Northerly line of West 70th Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 13,1992;
Thence North 80 Degrees 00 Minutes 00 Seconds East,
a distance of 200.97 feet to a point;
Thence North 09 Degrees 00 Minutes 53 Seconds West,
a distance of 233.72 feet to a point;
Thence North 90 Degrees 00 Minutes 00 Seconds West,
a distance of 172.81 feet to a point;
Thence around a curve to the left
through a central angle of 05 Degrees 05 Minutes 31 Seconds
an arc distance of 231.08 feet,a radius of 2600.00 feet and
a chord bearing of South 02 Degrees 05 Minutes 53 Seconds East
with a distance of 230.99 feet
to the POINT OF BEGINNING.
Containing 43537.88 square feet or 1.00 acres, more or less.

Excluding the volume within the parcel described below,
from a point 18 feet 4 inches above AMTRAK's top of
rail to the center of the earth:

Beginning at a point;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 55.69 feet to a point;
Thence North 09 Degrees 00 Minutes 51 Seconds West,
a distance of 233.72 feet to a point;
Thence North 90 Degrees 00 Minutes 00 Seconds West,
a distance of 55.69 feet to a point;
Thence South 09 Degrees 00 Minutes 51 Seconds East,
a distance of 233.72 feet
to the POINT OF BEGINNING.
Containing 12858.32 square feet or 0.30 acres, more or less.

Plot date: 11/29/94 at 12:00 p.m.

REEL 2554 PG 0629

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL C

Beginning at the intersection of the Southerly line of West 70th Street and the Westerly line of Freedom Place, as shown on Alteration Map Acc. No. 30140 dated May 15,1992:
Thence North 90 Degrees 00 Minutes 00 Seconds West,
a distance of 205.93 feet to a point;
Thence around a curve to the left
through a central angle of 04 Degrees 42 Minutes 10 Seconds
an arc distance of 213.41 feet,a radius of 2600.00 feet and
a chord bearing of South 08 Degrees 48 Minutes 00 Seconds East
with a distance of 213.35 feet to a point
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 206.87 feet to a point;
Thence North 09 Degrees 00 Minutes 53 Seconds West,
a distance of 213.47 feet
to the POINT OF BEGINNING.
Containing 43828.59 square feet or 1.01 acres, more or less.

Excluding the volume within the parcel described below,
from a point 18 feet 4 inches above AMTRAK's top of
rail to the center of the earth:

Beginning at a point;
Thence North 90 Degrees 00 Minutes 00 Seconds West,
a distance of 55.69 feet to a point;
Thence South 09 Degrees 00 Minutes 57 Seconds East,
a distance of 213.47 feet to a point;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 55.69 feet to a point;
Thence North 09 Degrees 00 Minutes 31 Seconds West,
a distance of 213.47 feet
to the POINT OF BEGINNING.

Containing 11743.35 square feet or 0.27 acres, more or less.

Plot date. 12/1/94 at 4:00 p.m.

REEL 2554 PG 0630

DESCRIPTION OF PHASE 1 - Parcels D, E, F and G

RIVERSIDE SOUTH

BEGINNING at a point a distance of 188.2047 feet south of the corner formed by the intersection of the southerly line of West 70th Street and the westerly line of Freedom Place, as shown on Alteration Map Acc. No. 30140 dated May 15, 1992:

1) running thence southerly, along the westerly line of Freedom Place South a distance of 661.4528 feet to a point of curve;

2) thence southerly, along said curve to the left with a central angle of 2 degrees 9 minutes 29.0376 seconds and a radius of 4967.0000 feet a distance of 187.0838 feet to a point;

3) thence westerly, on a deflection to the right, 11 degrees 10 minutes 21.9576 seconds from the radial line from the curve center, a distance of 35.7678 to a point;

4) thence southeasterly, along a line forming an interior angle of 81 degrees 16 minutes 23.1168 seconds with the preceding course, a distance of 13.5772 feet to a point;

5) thence westerly, along a line forming an interior angle of 81 degrees 33 minutes 29.3004 seconds with the preceding course, a distance of 4.0201 feet to a point;

6) thence southerly, along a line forming an interior angle of 89 degrees 54 minutes 12.8988 seconds with the preceding course, a distance of 23.7700 feet to a point;

7) thence southeasterly, along a line forming an interior angle of 132 degrees 58 minutes 31.6450 seconds with the preceding course, a distance of 2.6747 feet to a point;

8) thence southerly, along a line forming an interior angle of 132 degrees 52 minutes 44.0540 seconds with the preceding course, a distance of 216.7600 feet to a point;

9) thence westerly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 216.2478 feet to a point of curve;

10) thence northerly, along said curve to the left with a central angle of 16 degrees 40 minutes 48.3240 seconds and a radius of 2245.0000 feet, a distance of 653.5700 feet to a point;

REEL 2554 PG 0631

11) thence northerly, on a deflection to the left 90 degrees 0 minutes 0 seconds from the radial line from the curve center, a distance of 144.1072 feet to a point;

12) thence southwesterly, along a line forming an interior angle of 70 degrees 45 minutes 12.1860 seconds with the preceding course, a distance of 95.0000 feet to a point;

13) thence northeasterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 22.0000 feet to a point;

14) thence southwesterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 222.2532 feet to a point;

15) thence northerly, along a line forming an interior angle of 56 degrees 30 minutes 0 seconds with the preceding course, a distance of 631.1988 feet to a point;

16) thence westerly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 25.0000 feet to a point;

17) thence southwesterly, along a line forming an interior angle of 146 degrees 30 minutes 0 seconds with the preceding course, a distance of 771.8406 feet to a point;

18) thence northerly, along a line forming an interior angle of 65 degrees 0 minutes 0 seconds with the preceding course, a distance of 58.9958 feet to a point;

19) thence northeasterly, along a line forming an interior angle of 115 degrees 0 minutes 0 seconds with the preceding course, a distance of 636.9965 feet to a point;

20) thence northeasterly, along a line forming an interior angle of 153 degrees 45 minutes 36.0000 seconds with the preceding course, a distance of 42.9998 feet to a point;

21) thence northerly, along a line forming an interior angle of 149 degrees 44 minutes 24.0000 seconds with the preceding course, a distance of 17.0446 feet to a point;

22) thence easterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 30.0101 feet to a point;

23) thence northeasterly, along a line forming an interior angle of 108 degrees 26 minutes 6.0000 seconds with the preceding course, a distance of 94.8646 feet to a point;

24) thence northerly, along a line forming an interior angle of 161 degrees 33 minutes 54.0000 seconds with the preceding course, a distance of 435.1390 feet to a point;

25) thence easterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 271.7698 feet to a point of curve;

26) thence southerly, along said curve to the left with a central angle of 33 degrees 45 minutes 27.1584 seconds and a radius of 200.0000 feet, a distance of 117.8361 feet to a point of compound curvature;

27) thence southerly, along said curve to the left with a central angle of 6 degrees 56 minutes 50.1864 seconds and a radius of 2680.0000 feet, a distance of 324.9575 feet to a point;

28) thence southwesterly, on a deflection to the left 29 degrees 30 minutes 54.2844 seconds from the radial line from the curve center, a distance of 101.2050 feet to a point of curve;

29) thence southerly, along said curve to the left with a central angle of 5 degrees 38 minutes 13.6356 seconds and a radius of 2104.2500 feet, a distance of 207.0294 feet to a point;

30) thence southeasterly, on a deflection to the left 90 degrees 0 minutes 0 seconds from the radial line from the curve center, a distance of 286.8825 feet to a point;

31) thence northeasterly, along a line forming an interior angle of 72 degrees 18 minutes 35.2512 seconds with the preceding course, a distance of 50.9796 feet to a point;

32) thence northwesterly, along a line forming an interior angle of 109 degrees 14 minutes 47.8140 seconds with the preceding course, a distance of 25.5876 feet to a point of curve;

33) thence northerly, along said curve to the right with a central angle of 4 degrees 0 minutes 51.1380 seconds and a radius of 2680.0000 feet, a distance of 187.7637 feet to a point;

34) thence easterly, on a deflection to the left 10 degrees 14 minutes 21.0444 seconds from the radial line from the curve center, a distance of 289.0192 feet to the point or place of BEGINNING.

The above described parcel is located in Section 4 Block 1171 of the Land Map of the Borough of Manhattan, County, City and State of New York.

REEL 2554 PG 0633

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL H

Beginning at a point;
a distance of 533.27 feet West of the corner formed by the intersection of the Northerly line of West 64th Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15,1992;
Thence South 90 Degrees 00 Minutes 00 Seconds East,
a distance of 158.40 feet to a point;
Thence around a curve to the right
through a central angle of 03 Degrees 46 Minutes 19 Seconds
an arc distance of 55.96 feet,a radius of 850.00 feet and
a chord bearing of North 03 Degrees 45 Minutes 39 Seconds West
with a distance of 55.95 feet to a point
Thence North 88 Degrees 07 Minutes 30 Seconds East,
a distance of 1.06 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 174.97 feet to a point;
Thence South 00 Degrees 00 Minutes 00 Seconds West,
a distance of 135.29 feet to a point;
Thence around a curve to the right
through a central angle of 05 Degrees 42 Minutes 32 Seconds
an arc distance of 231.87 feet,a radius of 2325.00 feet and
a chord bearing of South 04 Degrees 34 Minutes 57 Seconds West
with a distance of 231.57 feet
to the POINT OF BEGINNING.
Containing 32945.88 square feet or 0.76 acres, more or less.

Excluding the volume within the parcel described below, from a point 18 feet 4 inches above AMTRAK's top of rail to the center of the earth:

Beginning at a point;
Thence South 90 Degrees 00 Minutes 00 Seconds East,
a distance of 42.08 feet to a point;
Thence around a curve to the right
through a central angle of 03 Degrees 46 Minutes 19 Seconds
an arc distance of 55.96 feet,a radius of 850.00 feet and
a chord bearing of North 03 Degrees 45 Minutes 39 Seconds West
with a distance of 55.05 feet to a point
Thence South 88 Degrees 07 Minutes 30 Seconds East,
a distance of 1.06 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 174.97 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 54.81 feet to a point;
Thence around a curve to the left
through a central angle of 01 Degrees 34 Minutes 04 Seconds
an arc distance of 24.03 feet,a radius of 878.17 feet and
a chord bearing of North 04 Degrees 30 Minutes 08 Seconds West
with a distance of 24.03 feet
to the POINT OF BEGINNING.
Containing 10942.75 square feet or 0.25 acres, more or less.

Plot date: 12/1/94 at 4:00 p.m.

REEL 2554 PG 0634

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL I

Beginning at a point;
a distance of 581.86 feet West of the corner formed by the intersection of the Northerly line of West 63rd Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15,1992;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 275.86 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 187.83 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 60.89 feet to a point;
Thence around a curve to the right
through a central angle of 00 Degrees 41 Minutes 05 Seconds
an arc distance of 10.18 feet,a radius of 850.00 feet and
a chord bearing of North 10 Degrees 04 Minutes 15 Seconds West
with a distance of 10.18 feet to a point
Thence North 90 Degrees 00 Minutes 00 Seconds West,
with a distance of 173.13 feet to a point
Thence around a curve to the right
through a central angle of 04 Degrees 58 Minutes 31 Seconds
an arc distance of 201.89 feet,a radius of 2325.00 feet and
a chord bearing of South 11 Degrees 25 Minutes 06 Seconds West
with a distance of 201.82 feet
to the POINT OF BEGINNING.
Containing 49706.87 square feet or 1.14 acres, more or less.

Excluding the volume within the parcel described below, from a point 18 feet 4 inches above AMTRAK's top of rail to the center of the earth:

Beginning at a point;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 45.33 feet to a point;
Thence North 23 Degrees 29 Minutes 17 Seconds West,
a distance of 2.94 feet to a point;
Thence around a curve to the right
through a central angle of 13 Degrees 45 Minutes 34 Seconds
an arc distance of 204.12 feet,a radius of 850.00 feet and
a chord bearing of North 16 Degrees 36 Minutes 30 Seconds West
with a distance of 203.63 feet to a point
Thence North 90 Degrees 00 Minutes 00 Seconds West,
a distance of 42.54 feet to a point;
Thence around a curve to the left
through a central angle of 13 Degrees 14 Minutes 55 Seconds
an arc distance of 206.24 feet,a radius of 891.97 feet and
a chord bearing of South 15 Degrees 57 Minutes 46 Seconds East
with a distance of 205.76 feet
to the POINT OF BEGINNING.
Containing 8643.11 square feet or 0.20 acres, more or less.

Plot date: 11/28/94 at 12:00 p.m.

REEL 2554 PG 0635

RIVERSIDE SOUTH

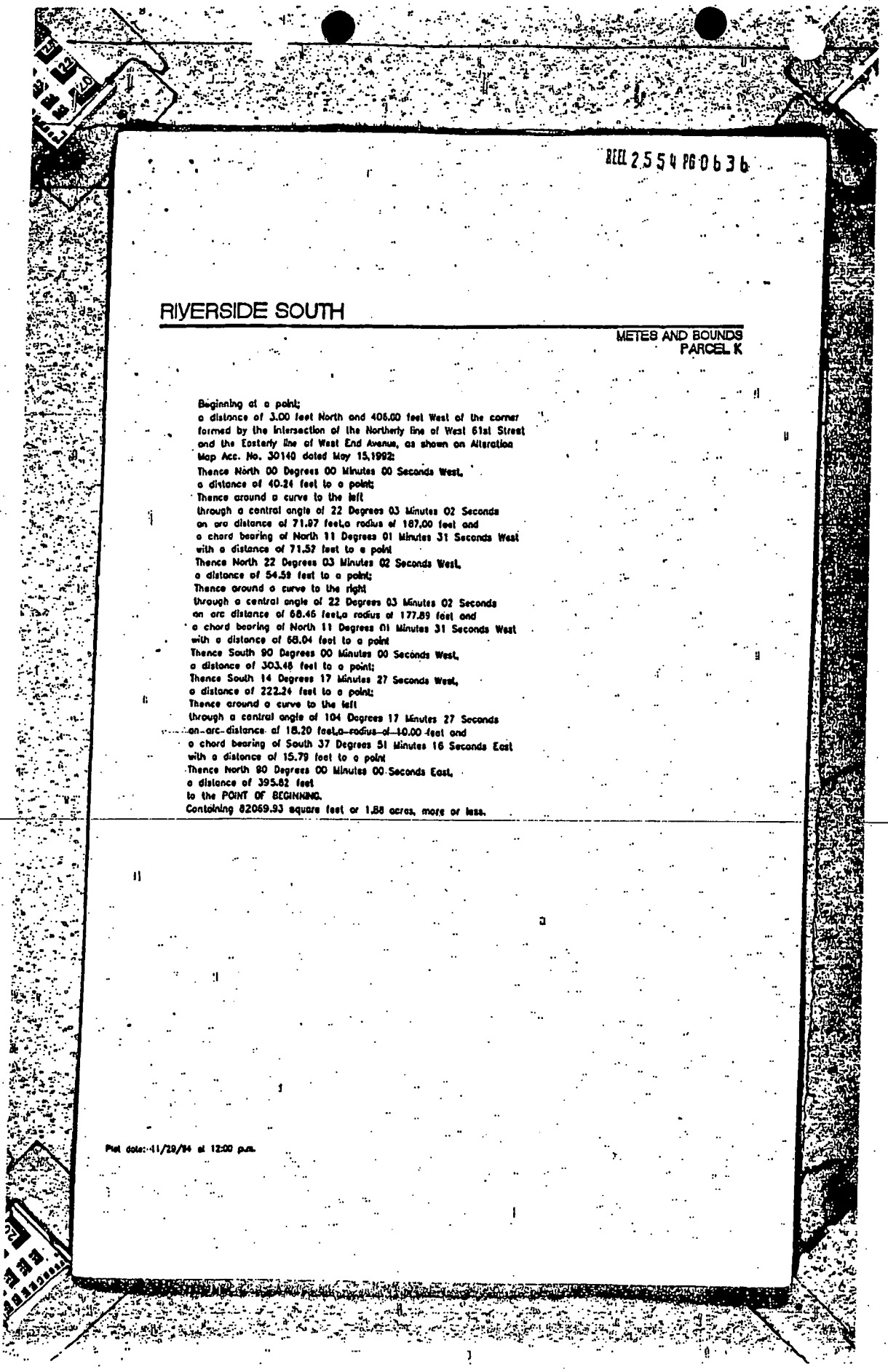
METES AND BOUNDS
PARCEL J

Beginning at a point;
a distance of 597.09 feet West of the corner formed by the
intersection of the Southerly line of West 63rd Street and the
Easterly line of West End Avenue, as shown on Alteration Map
Acc. No. 30140 dated May 15,1982:
Thence South 14 Degrees 17 Minutes 27 Seconds West,
a distance of 241.30 feet to a point;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 303.46 feet to a point;
Thence around a curve to the right
through a central angle of 22 Degrees 03 Minutes 02 Seconds
an arc distance of 68.46 feet,a radius of 177.89 feet and
a chord bearing of North 11 Degrees 01 Minutes 31 Seconds East
with a distance of 68.04 feet to a point
Thence North 22 Degrees 03 Minutes 02 Seconds East,
a distance of 54.59 feet to a point;
Thence around a curve to the left
through a central angle of 20 Degrees 08 Minutes 32 Seconds
an arc distance of 65.74 feet,a radius of 187.00 feet and
a chord bearing of North 11 Degrees 01 Minutes 31 Seconds East
with a distance of 65.40 feet to a point
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 46.24 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 291.08 feet
to the POINT OF BEGINNING.
Containing 70636.87 square feet or 1.62 acres, more or less.

Excluding the volume within the parcel described below,
from a point 18 feet 4 inches above AMTRAK's top of
rail to the center of the earth:

Beginning at a point;
Thence South 23 Degrees 24 Minutes 46 Seconds East,
a distance of 57.18 feet to a point;
Thence around a curve to the left
through a central angle of 01 Degrees 54 Minutes 30 Seconds
an arc distance of 6.23 feet,a radius of 187.00 feet and
a chord bearing of North 00 Degrees 57 Minutes 19 Seconds East
with a distance of 6.23 feet to a point
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 46.24 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 22.82 feet
to the POINT OF BEGINNING.
Containing 601.43 square feet or 0.01 acres, more or less.

Plot date: 11/29/84 at 12:00 a.m.



REEL 2554 PG 0636

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL K

Beginning at a point;
a distance of 3.00 feet North and 406.00 feet West of the corner
formed by the intersection of the Northerly line of West 61st Street
and the Easterly line of West End Avenue, as shown on Alteration
Map Acc. No. 30140 dated May 15,1992;
Thence North 00 Degrees 00 Minutes 00 Seconds West,
a distance of 40.24 feet to a point;
Thence around a curve to the left
through a central angle of 22 Degrees 03 Minutes 02 Seconds
an arc distance of 71.97 feet,a radius of 187.00 feet and
a chord bearing of North 11 Degrees 01 Minutes 31 Seconds West
with a distance of 71.52 feet to a point
Thence North 22 Degrees 03 Minutes 02 Seconds West,
a distance of 54.59 feet to a point;
Thence around a curve to the right
through a central angle of 22 Degrees 03 Minutes 02 Seconds
an arc distance of 68.46 feet,a radius of 177.89 feet and
a chord bearing of North 11 Degrees 01 Minutes 31 Seconds West
with a distance of 68.04 feet to a point
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 303.48 feet to a point;
Thence South 14 Degrees 17 Minutes 27 Seconds West,
a distance of 222.24 feet to a point;
Thence around a curve to the left
through a central angle of 104 Degrees 17 Minutes 27 Seconds
an arc distance of 18.20 feet,a radius of 10.00 feet and
a chord bearing of South 37 Degrees 51 Minutes 16 Seconds East
with a distance of 15.79 feet to a point
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 395.82 feet
to the POINT OF BEGINNING.
Containing 82069.93 square feet or 1.88 acres, more or less.

Plot date: 11/29/94 at 12:00 p.m.

REEL 2554 PG 0637

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL L

Beginning at a point;
a distance of 3.00 feet North and 831.50 feet West of the corner
formed by the intersection of the Southerly line of West 61st Street
and the Easterly line of West End Avenue, as shown on Alteration
Map Acc. No. 30140 dated May 15,1992;
Thence South 14 Degrees 17 Minutes 27 Seconds West,
a distance of 76.33 feet to a point;
Thence around a curve to the left
through a central angle of 04 Degrees 41 Minutes 14 Seconds
an arc distance of 126.64 feet,a radius of 1548.00 feet and
a chord bearing of South 11 Degrees 56 Minutes 50 Seconds West
with a distance of 126.60 feet to a point
Thence South 09 Degrees 36 Minutes 13 Seconds West,
a distance of 38.71 feet to a point;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 234.11 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 236.00 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 182.60 feet
to the POINT OF BEGINNING.
Containing 49699.47 square feet or 1.14 acres, more or less.

Plot date: 11/28/94 at 12:00 p.m.

REEL 2554 PG 0638

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL M

Beginning at a point;
a distance of 800.00 feet West of the corner formed by the intersection of the Northerly line of West 59th Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15,1992:

Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 251.10 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 222.67 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 234.11 feet to a point;
Thence South 09 Degrees 36 Minutes 13 Seconds West,
a distance of 9.64 feet to a point;
Thence around a curve to the left
through a central angle of 09 Degrees 36 Minutes 13 Seconds
an arc distance of 184.02 feet,a radius of 1097.89 feet and
a chord bearing of South 05 Degrees 02 Minutes 27 Seconds West
with a distance of 284.02 feet to a point
Thence South 00 Degrees 00 Minutes 00 Seconds West,
a distance of 30.00 feet
to the POINT OF BEGINNING.
Containing 54826.58 square feet or 1.26 acres, more or less.

Plot date: 11/28/84 at 12:00 p.m.

REEL 2554 PG 0639

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL N

Beginning at the corner formed by the intersection of the Northerly line of West 59th Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15,1992:
Thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 548.90 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 458.67 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West, a distance of 548.90 feet to a point;
Thence South 00 Degrees 00 Minutes 00 Seconds West, a distance of 458.67 feet
to the POINT OF BEGINNING.
Containing 251762.20 square feet or 5.78 acres, more or less.

Excluding the volume within the parcel described below, from a point 18 feet 4 inches above AMTRAK's top of rail to the center of the earth:

Beginning at a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 163.78 feet to a point;
Thence North 19 Degrees 37 Minutes 20 Seconds West, a distance of 72.40 feet to a point;
Thence around a curve to the right through a central angle of 12 Degrees 13 Minutes 03 Seconds an arc distance of 15.61 feet,a radius of 73.22 feet and a chord bearing of North 13 Degrees 30 Minutes 38 Seconds West with a distance of 15.58 feet to a point
Thence North 07 Degrees 24 Minutes 11 Seconds West, a distance of 151.81 feet to a point;
Thence around a curve to the left through a central angle of 03 Degrees 47 Minutes 04 Seconds an arc distance of 33.46 feet,a radius of 506.66 feet and a chord bearing of North 09 Degrees 17 Minutes 51 Seconds West with a distance of 33.46 feet to a point
Thence South 90 Degrees 00 Minutes 00 Seconds West, a distance of 56.20 feet to a point;
Thence around a curve to the right through a central angle of 05 Degrees 10 Minutes 05 Seconds an arc distance of 40.74 feet,a radius of 451.66 feet and a chord bearing of South 09 Degrees 59 Minutes 21 Seconds East with a distance of 40.72 feet to a point
Thence South 07 Degrees 24 Minutes 17 Seconds East, a distance of 151.81 feet to a point;
Thence around a curve to the left through a central angle of 12 Degrees 13 Minutes 03 Seconds an arc distance of 27.34 feet,a radius of 128.22 feet and a chord bearing of South 13 Degrees 45 Minutes 56 Seconds East with a distance of 27.29 feet to a point
Thence South 19 Degrees 37 Minutes 20 Seconds East, a distance of 226.87 feet
to the POINT OF BEGINNING.
Containing 19795.79 square feet or 0.45 acres, more or less.

Plot date: 12/1/94 at 4:00 p.m.

REEL 2554 PG 0640

RIVERSIDE SOUTH

METES AND BOUNDS
PARCEL O

Beginning at a point;
a distance of 3.00 feet North and 340.00 feet West of the corner
formed by the intersection of the Northerly line of West 61st Street
and the Westerly line of West End Avenue, as shown on Alteration
Map Acc. No. 30140 dated May 15,1992;
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 240.00 feet to a point;
Thence North 00 Degrees 00 Minutes 00 Seconds East,
a distance of 42.33 feet to a point;
Thence North 75 Degrees 16 Minutes 43 Seconds West,
a distance of 118.00 feet to a point;
Thence North 23 Degrees 29 Minutes 17 Seconds West,
a distance of 142.35 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 21.89 feet to a point;
Thence South 00 Degrees 00 Minutes 00 Seconds East,
a distance of 102.87 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 54.61 feet to a point;
Thence around a curve to the right
through a central angle of 13 Degrees 39 Minutes 44 Seconds
an arc distance of 60.33 feet,a radius of 253.00 feet and
a chord bearing of South 06 Degrees 49 Minutes 52 Seconds East
with a distance of 60.19 feet to a point
Thence South 00 Degrees 00 Minutes 00 Seconds East,
a distance of 40.24 feet
to the POINT OF BEGINNING.
Containing 23635.99 square feet or 0.54 acres, more or less.
Excluding the volume within the parcel described below,
from a point 18 feet 4 inches above AMTRAK's top of
rail to the center of the earth:
Beginning at a point;
Thence around a curve to the left
through a central angle of 04 Degrees 29 Minutes 21 Seconds
an arc distance of 39.70 feet,a radius of 506.66 feet and
a chord bearing of North 23 Degrees 25 Minutes 43 Seconds West
with a distance of 39.69 feet to a point
Thence North 23 Degrees 24 Minutes 47 Seconds West,
a distance of 34.01 feet to a point;
Thence North 75 Degrees 16 Minutes 43 Seconds West,
a distance of 16.13 feet to a point;
Thence North 23 Degrees 29 Minutes 17 Seconds West,
a distance of 142.35 feet to a point;
Thence South 90 Degrees 00 Minutes 00 Seconds West,
a distance of 21.89 feet to a point;
Thence South 00 Degrees 00 Minutes 00 Seconds West,
a distance of 55.83 feet to a point;
Thence South 23 Degrees 24 Minutes 47 Seconds East,
a distance of 143.62 feet to a point;
Thence around a curve to the right
through a central angle of 02 Degrees 04 Minutes 44 Seconds
an arc distance of 16.39 feet,a radius of 451.66 feet and
a chord bearing of South 22 Degrees 25 Minutes 37 Seconds East
with a distance of 16.39 feet to a point
Thence North 90 Degrees 00 Minutes 00 Seconds East,
a distance of 58.56 feet
to the POINT OF BEGINNING.
Containing 9613.12 square feet or 0.22 acres, more or less.

Plot date: 11/29/94 at 12:00 p.m.

REL 2554 0641

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIATION, INC.
NEW YORK, NEW YORK

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SCHEDULE OF EXHIBITS

EXHIBIT A	-	Blanket Property Description
EXHIBIT B	-	Legal Description of HWI Portion
EXHIBIT C	-	Legal Descriptions of HWI Premises: Parcels D, E, F and G
EXHIBIT D	-	Legal Descriptions of HWII Premises: Parcels A, B and C
EXHIBIT E	-	Legal Descriptions of HWIII Premises: Parcels H, I and J
EXHIBIT F	-	Legal Descriptions of HWIV Premises: Parcels M, L, K and O
EXHIBIT G	-	Legal Descriptions of HWV Premises: Parcel N
EXHIBIT H	-	Legal Description of HWA Parcel

REEL 2554 PG 0042

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIATION, INC.
NEW YORK, NEW YORK

MADE BY:	Hudson Waterfront Associates, L.P. Hudson Waterfront Associates I, L.P. Hudson Waterfront Associates II, L.P. Hudson Waterfront Associates III, L.P. Hudson Waterfront Associates IV, L.P. Hudson Waterfront Associates V, L.P.
EACH WITH AN ADDRESS AT:	725 Fifth Avenue New York, New York 10022
DATED:	August 26, 1997
SECTION:	4
BLOCK:	1171
LOT:	1
COUNTY:	New York

RECORD AND RETURN TO:

Barry C. Ross, Esq.
Robinson Silverman Pearce Aronsohn & Berman LLP
1290 Avenue of the Americas
New York, NY 10104

NY97024m

08426-00022/322821.19

Commonwealth Land Title Insurance Company
Commonwealth
653 THIRD AVENUE, NEW YORK, NY 10017
(212) 949-0100

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- NEW YORK COUNTY -
(This page forms part of the Instrument)

Block(s) 1171
Lot(s) 1

Record & Return to: Robinson, Silverman ~~1290 Ave of Americas~~ NY NY 10104

Title/Agent Company name: COMMONWEALTH LAND TITLE INS. CO.

Title Company number: NY97102-4M

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

RER 2554 P60643

Examined by (✓): KH

City Register Serial Number ➡ C17[illegible]2

Mtge Tax Serial No.
Mtge Amount $
Taxable Amount $

Exemption (✓) YES ☐ NO ☐

Type: [RESEE] [255] [OTHER]

Dwelling Type: [1 to 2] [3] [4 to 6] [OVER 6]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic)	$
City (Addtl)	$
Spec Addtl	$
TASF	$
MTA	$
NYCTA	$
TOTAL TAX	$

Apportionment Mortgage (✓) YES ☐ NO ☐

Joy A. Bobrow, City Register

Indexed By (✓): RR

Verified By (✓): KH

Block(s) and Lot(s) verified by (✓): KH

Address ☐ Tax Map ☐

Extra Block(s) / Lot(s)

Recording Fee (R)	$ 47.00
Affidavit Fee (C)	$
TP-584/582 Fee (Y)	$
RPTT Fee (R)	$

HPD-A ☐ HPD-C ☐

New York State Real Estate Transfer Tax ▼
$
Serial Number ➡

New York City Real Property Transfer Tax
Serial Number ➡

New York State Gains Tax
Serial Number ➡

RECORDED IN NEW YORK COUNTY
OFFICE OF THE CITY REGISTER

MAR 16 1998

Witness My Hand and Official Seal

City Register

CRGFMSN.BPG 1/93